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## The Solicitors' Journal and Weekly Reporter.

LONDON, JULY 25, 1908.

\* \* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.  
All letters intended for publication must be authenticated by the name of the writer.

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## Current Topics.

### The Criminal Appeal Act.

THERE is reason to believe that the business of the Court of Criminal Appeal is likely to prove heavier than was anticipated. Sittings of the court have already been arranged which will occupy part of the vacation, and the evidence in some of the cases set down for hearing is exceedingly voluminous. We are informed that in a recent case the cost of the official shorthand writer's notes exceeded £120.

### The Proposed Interlocutory Judge.

THE DRAFT rules which we printed last week (*ante*, p. 659), but which reached us too late for comment, propose to make fresh arrangements as to the disposal of interlocutory business in the King's Bench Division. Hitherto a judge has sat from day to day in chambers for the purpose of this business, and the new rules, which will establish a "judge for interlocutory business," do not seem to vary this system materially in regard to matters arising before the mode and place of trial of an action have been fixed, except that the interlocutory judge—to shorten his title—may sit either in court or in chambers. A judge will be assigned for this duty by the Lord Chief Justice, and he will sit for interlocutory business on such days of the week and at such hours as the Lord Chief Justice shall from time to time direct. But urgent interlocutory applications may be made to him when he is not so sitting. The Lord Chief Justice may divide the work between two judges, but for each day one judge only is to be the assigned judge for that day. If the interlocutory judge is not available, urgent applications may be dealt with by any judge.

### Applications after Mode and Place of Trial Fixed.

SO FAR as to applications before the mode and place of trial of the action have been fixed. But when this step has been taken an attempt is to be made to bring all further applications before the judge who will preside at the trial. They will be dealt with "by the judge who according to the rotas of business in the King's Bench Division and to the circuits announced for the judges,

may be expected to try such action." If this cannot be done, then they are to be dealt with by the interlocutory judge. With a view, apparently, to enabling this scheme to be made practical, the order on summons for directions is to direct whether the action is to be tried by a special or common jury or without a jury, and is to direct also where the action is to be tried. It is thereupon to be at once entered for trial and placed in one of the various lists for which the new rules make provision. These lists are to be assigned to particular judges, and interlocutory applications in an action will be made to the judge in charge of the list in which it is entered; but the order as to mode or place of trial may be subsequently altered for sufficient cause. Where the action is directed to be tried on circuit, interlocutory applications will be made to the judge who is likely to take the civil business at the assize town where it is entered. Lists will be made and published of the business before the interlocutory judge in the same manner as hitherto in regard to the judge at chambers. And when he sits in court, the hearing is to be deemed to be in chambers, and there will be the same right of audience and the same restriction on publication of the proceedings as at chambers. This last provision appears to constitute a somewhat important encroachment on established practice, and the Bar Council may be expected to have something to say to it. Apart from the scheme as to the interlocutory judge, the draft rules outline a noteworthy attempt to bring the judge who will preside at the trial into touch with the action at as early a date as possible.

#### Lengthy Wills.

FOLLOWING on the incident of the will and twenty-five codicils of Lord GRIMTHORPE, we have this week a statement that the will of the late Duke of DEVONSHIRE contains nearly 18,000 words. It would seem that, notwithstanding the legislative helps to shortening these instruments, we have not greatly advanced in respect of brevity, in the case of important wills, beyond the practice of many years ago. We remember a will of somewhere about the middle of the last century, a copy of which was printed and bound in a substantial quarto volume and carefully indexed. The truth is, of course, that if a testator makes complicated dispositions, he must expect a lengthy will. Although the Legislature has provided implied powers in abundance, these very powers frequently give rise to long provisions in the way of extension or variation of the statutory provisions. Let anyone look at the clauses extending the powers of the Settled Land Acts, for instance, contained in any well-drawn will of a large landed proprietor. The odd thing is that clients are so hard to persuade that the length of a will is quite unimportant if the result is smooth working of the provisions it contains. What do ten, twenty, or forty pages matter if costs of litigation and of frequent cases for the opinion of counsel are thereby avoided? Nevertheless, we imagine that most solicitors have clients of the "half-sheet-of-note-paper" order. We remember one many years ago who, in disgust at the verbosity of his legal advisers, took a sheet of folio paper ruled for cash, headed it "My will," and inserted names of legatees and sums left them, like entries in a cash-book, ending up with "Residue to —; Executors — and —." Such a will would nowadays be expressed in little more room than the testator occupied, but no doubt the Streatham man, mentioned in the *Westminster Gazette*, who wrote simply "All for mother.—C. T.," out-did any effort which a lawyer could make towards brevity. What we want to urge on solicitors who are afflicted with the description of client above mentioned is that they should not give way to him, but should tell him that while brevity is quite compatible with a simple disposition, it is dangerous in the case of complicated dispositions.

#### "Casual Employment."

WE noticed recently (*ante*, p. 576) the case of *Hill v. Begg* on the Workmen's Compensation Act, 1906, in which the Court of Appeal refused to recognize the claim to compensation of a person who is employed at irregular intervals and with only an expectation of the employment being continued. A much easier case has been before the same tribunal in *Dewhurst v. Mather*

(reported elsewhere), namely, that of a person who is in regular employment on certain specified days in the week. This happens, of course, very frequently with washerwomen and charwomen, and also with gardeners. In the case in question the plaintiff was a washerwoman who was employed at the defendant's house on every Friday and on alternate Tuesdays. In the course of this employment she met with an accident. The employment had lasted for about eighteen months previous to the accident. We expressed a doubt whether, under the circumstances in *Hill v. Begg*, the employment ought to have been treated as "casual" in the ordinary acceptance of the term, so as to have excluded the applicant from the right to compensation; but there can be no question that in a case such as *Dewhurst v. Mather* the employment was of a regular, and not of a casual, nature. It had, indeed, every element of an ordinary employment, except that it was not continuous, and that it could probably have been terminated at any time without notice. But neither of these circumstances made it "casual," and the Court of Appeal held accordingly that the plaintiff was entitled to compensation. The Act of 1906, as the Master of the Rolls pointed out, provides by Schedule I, clause 2 (b), for the case of concurrent contracts with two or more employers, so that service, to fall within the Act, need not be continuous from day to day. A portion of time may be given to one employer and another to another employer. "That being so," said COZENS-HARDY, M.R., "it seems to me reasonably plain that this is not, to use the language of section 13 of the Act, an employment of a 'casual' nature. It was an employment of a regular nature. It was for definite periods, perfectly well known to both employer and employee."

#### Action for Words not Defamatory, but Calculated to Damage the Plaintiff.

WE READ that an action of an unusual character came before the County Court at Grimsby last week. A second engineer claimed damages from the chief engineer of a local trawler for words uttered falsely and maliciously, the words being that the plaintiff was not a member of a certain trade union. It was argued on behalf of the plaintiff that, although actions for slander and libel were not maintainable in the county court, yet an action on the case might be brought there, founded upon a falsehood, which, although not defamatory, was maliciously published and calculated in the ordinary course of things to produce actual damage to the plaintiff. The judge held, on the authority of *Ratcliffe v. Evans* (1892, 2 Q. B. 524), that the action would lie, and further that it might be brought in the county court. In *Ratcliffe v. Evans* the action was brought for a false statement that the plaintiff had ceased to carry on his business of engineer and boiler-maker, and that the firm of Ratcliffe & Sons did not then exist, whereby the plaintiff suffered damage. The Court of Appeal lay down in the clearest language that an action will lie for written or oral falsehoods not actionable *per se*, nor even defamatory, where they are maliciously published, where they are calculated in the ordinary course of things to produce, and where they do produce, actual damage. Such an action is not one of libel or slander, but an action on the case for damage wilfully and intentionally done without just occasion or excuse, analogous to an action for slander of title. In *Ratcliffe v. Evans* the false statement was made concerning the manufactures of the plaintiff, and in the case in the county court concerning the plaintiff himself, but this, in our opinion, can make no difference. In either case a damage to the plaintiff was the natural and probable consequence of the injury complained of. And assuming that a cause of action exists, the decision of the Court of Appeal that it is not one of "libel or slander" must clearly take it out of the exception of "libel or slander" from the ordinary jurisdiction of the county court.

#### Concerning Herlots.

WITH REFERENCE to the recent decision of the Court of Appeal in *Copestake v. Hoper* (*ante*, p. 516), which has been so fully discussed in our columns, a correspondent writes to point out how grievously the ancient feudal incident of a heriot of the best beast may affect the owner of property in quite ordinary circumstances. "I will assume," he says, "that a man is seised of



a small plot of freehold land (the heriot, by the way, very seldom attaches to freehold property) within a manor and dies. I will not go into the technical distinction between heriot service and heriot custom, but merely state that the property is subject to a heriot, and nothing is done to defeat the lord's claim. The plot was purchased by the deceased, but on completion the purchase deed was never read, or, if read, the full meaning and effect of the word "heriot" was never explained. The deceased was quite unaware that the lord could claim his best chattel at his death; had, in fact (which is very probable), never heard of such a thing as a heriot. He lived out of the manor, and all his other property, real and personal, was without the manor. At the time of his decease he was possessed of several valuable racehorses worth anything up to £3,000. In such circumstances, and although the horses are without the manor in which the plot is situate, and may never have been within the manor, the most valuable may be seized by the lord under the name of the heriot: *Western v. Bailey* (1897, 1 Q. B. 86). And further, it is worthy of note that if a person had, prior to the death of deceased, purchased from him a portion of the plot referred to and also died, the heriot would then have been multiplied—that is, both the original plot and the portion sold would be liable to a claim of this nature, for when land is divided the heriot is multiplied: *Garland v. Jekyll* (2 Bing. 273). I desire particularly to draw attention to the reason for the law that allows the lord to make this seizure from an owner of freehold property at the present day. It is that in old days a heriot was a tribute to the lord of the manor of the horse or habiliments of the deceased tenant in order that the militia apparatus might continue to be used for the purposes of national defence by each succeeding tenant: see 2 Black. Com. 423. It will thus be noticed that, for a reason which has been as dead as peat for centuries, and for no consideration whatever, the lord of a manor is allowed to seize the best personal chattel of another. Surely our law permits no greater injustice to be done than that which may take place under the name of the old-world heriot, and I question whether it would be abusing language to term this survival of mediaevalism a species of legalized larceny."

#### Implied Contracts.

THE CASE of the *City of Dublin Steam Packet Co. v. The King*, which excited so much interest in Dublin and in Government circles over here, raised an interesting and important point as to the law of implied contracts, upon which there is very little authority. It was said on behalf of the Steam Packet Company that there is an implied obligation in every contract that neither party shall do anything which will render the performance of the contract more difficult or more onerous. The authority cited in support of this contention was a passage from the judgment of Lord BLACKBURN in *Mackay v. Dick* (6 App. Cas., at p. 263), where he says: "I think I may safely say, as a general rule, that where both parties have agreed that something shall be done which cannot effectually be done unless both concur in doing it, the construction of the contract is that each agrees to do all that is necessary to be done on his part for the carrying out of that thing, though there may be no express words to that effect." It is obvious that the proposition as so stated is too wide to be of much practical use. It is one of those principles which are easy to enunciate but difficult to apply. The whole question is how far the principle extends. For it cannot be denied that there is, even apart from fraud, an obligation not to wholly defeat the contract. "Does any case," asked EVE, J., "establish more than this: that no contracting party can be permitted to defeat his own contract? I cannot extract from the authorities any warrant for the proposition that the implied obligation not to defeat the contract extends to control conduct—always eliminating any element of fraud—which may have the effect of making the contract more burdensome than either party anticipated it would be when it was entered into." There seems to be no direct authority which lays down such a proposition as applicable to contracts generally. Now let us see how the Court of Appeal dealt with the matter. The Master of the Rolls held that there is an implied contract not to do anything which will substantially prevent the

other party from performing his obligations under the contract, and he also held that an increase of expense is an element which cannot be disregarded in considering whether there is a substantial prevention. Lord Justice FARWELL, while disclaiming any attempt to lay down a general rule, said there was an implied contract not to do anything which would substantially impede the due performance of the contract, but such impediment to be actionable need not amount to absolute physical prevention or exclusion. He added that "it is not every alteration that would be a breach even although it might lead to some inconvenience or expense; it is a question of degree, and the court must judge in each case whether the interference is of such a nature, duration, character, and substance as to have been within the bargain according to the true intention of both parties at the date of the contract." There we have a fairly clear statement of the law as it stands at present. It cannot, however, be regarded as wholly satisfactory, since it leaves the all-important question, what is a substantial interference? undecided. The net result is that no general rule can be laid down, and that the court must in each case decide what is "substantial"—a result which, however correct, is somewhat inconclusive and disappointing.

#### Sunday Entertainments.

UNDER THE heading "Sunday," in vol. 12 of the Encyclopedia of the Laws of England, the following statement is made with reference to the provisions of the Sunday Observance Act, 1780 (21 Geo. 3, c. 49): "The Act . . . applies to all Sunday exhibitions where money is taken . . . It is now usually evaded—e.g., at the Albert Hall and Queen's Hall—by giving free admission and charging for reserved seats." Under this Act, it is, as most people are aware, illegal to open or use a "house, room, or other place" for public entertainment on Sunday to which admission is gained by payment, and penalties may be recovered for breaches of the Act. It is also illegal to advertise such entertainments. Since the publication of the volume of the Encyclopedia above referred to, a case has been reported (though only in the Times Law Reports) in which an action was brought to recover penalties for advertising a Sunday evening concert in the Queen's Hall: *Williams v. Wright* (1897, 13 T. L. R. 551). The action was heard in the Queen's Bench Division by COLLINS, J. (as he then was). The plaintiff's evidence was that he gained admission by purchasing a ticket on which was inscribed "Admission free. Reserved seat, 1s." COLLINS, J., held that no penalty had been incurred, on the ground that the fact of 1s. being charged for a reserved seat was not incompatible with the admission being free. There seems to be no other authority on this point among the English reported cases. A somewhat similar case has, however, recently come before the Australian courts: *Scott v. Causey* (5 Com. L. R. 132). In Melbourne, Victoria, Sunday evening musical entertainments were, during the year 1906, given in a large hall to which admission was free, but in one part of the hall there was a reserved space, admission to which was charged at the rate of from 1s. to 5s. according to the seat occupied. An action was brought in the Supreme Court of Victoria to recover penalties for breach of the Act of 1780. At the trial, before a judge sitting alone, judgment was given for the plaintiff, but on appeal to the High Court of Australia this decision was reversed, and it was held that no penalty had been incurred. The case was twice argued, first before three judges, and afterwards before five. All five judges held the Act of 1780 to be in force in Victoria, but two dissented from the actual decision of the court, and were of opinion that the plaintiff should have recovered the penalties sued for. Of the six judges, therefore, who heard the case in the two courts, three held the penalties were recoverable, and three held they were not. The meaning of "place" came in for a good deal of discussion. GRIFFITH, C.J., thus summarized the argument for the respondent (plaintiff): "The fallacy of the argument for the respondent becomes manifest when it is stated in the form of a syllogism: 'Admittance to part of a room is admittance to the room: Therefore, refusal of admittance to part of a room is refusal of admittance to the room.' *Aliter*, all B is A; no C is B: Therefore, no C is A. There could hardly be a plainer

instance of the undistributed middle." The two dissenting judges, however, were not convinced by this appeal to logic. HIGGINS, J., said: "Every place which is sufficiently definite, and in which the public can be entertained, would satisfy the words of the Act. There is no need to introduce any refinement or subtlety into the crude language of this crude enactment. I feel strongly that men trained in law are ever under a tendency to over-subtlety in matters of verbal interpretation, and that it is necessary for us, again and again, to revert to the ordinary lay attitude." There is a Halsburian ring about these latter words. In view of the limited scope of the decision in the case before Lord COLLINS in 1897, and the difference of opinion in the Australian courts, it seems possible that the legality of the Queen's Hall Sunday evening concerts may yet have to be tested.

#### "Accident" under the Workmen's Compensation Acts.

THE MEANING of the word "accident" as used in the Workmen's Compensation Acts has caused the courts much difficulty, but has this week been further elucidated by the decision of the Court of Appeal in *Broderick v. London County Council*. The claimant in this case was a man employed by the council in the sewers of London. In the course of his employment he contracted enteritis from inhaling sewer gas. The disease accelerated the operation of a pre-existing disease of the heart, so that the man became incapable of pursuing his employment. The county court judge found that the inhaling of noxious gases was an ordinary incident of the man's work, and that his work necessarily involved the risk of contracting illness from this cause. He decided, therefore, that, as there was nothing unexpected or unforeseen in the contracting of the ailment, there had been no accident within the meaning of the Act. This decision was upheld by the Court of Appeal. The case may usefully be compared with two recent cases. In *Brintons v. Turvey* (1905, A. C. 230), the disease of anthrax was contracted by a wool sorter in the course of his employment. In that case, according to the medical theory, the bacillus of anthrax got from the wool into the eye of the workman and caused the disease. This was held to be an accident, but it is to be noticed that there was no finding that the liability to anthrax was a risk necessarily involved in the work. In the case of *Steel v. Cammell, Laird & Co.* (1905, 2 K. B. 232), a workman contracted lead poisoning in the course of his employment. This was a risk necessarily involved, but it was impossible to fix upon any precise moment at which the disease was contracted. It was held that there had been no accident. The recent case resembles *Brintons' case* in that the exact moment of contracting the disease could possibly have been fixed; it resembles *Steel's case* in the fact that the man's work necessarily exposed him to the risk. A personal injury was caused to the workman by something which occurred in the course of his employment, but as this thing could not be said to have been either unexpected or unforeseen it was held not to be properly described as an accident. How the House of Lords will treat this decision, if it comes before them, it would be very rash to prophesy. Provision has been now made by the 1906 Act for compensation in many of such cases as *Steel's*, but there is no general principle of compensation for incapacity brought about by sickness acquired in the course of employment.

#### Right to Compensation for Injury Sustained by Plaintiff in Saving Fellow Workman from Consequences of Horse-play.

THE CASE of *Mullen v. Stewart & Co. (Limited)*, decided by the Second Division of the Court of Session on the 17th of June, was a curious case under the Workmen's Compensation Act, 1906. Some workmen, members of a squad which was working overtime in iron works, during a necessary pause in their operations, left the works at 9.40 p.m. and went to a neighbouring public-house to obtain refreshment. Upon their return they saw near their working place that a squad of men were engaged in hauling a "bogie," or low truck, loaded with a steel casting by a rope from the north to the south side of the street. One of the workmen, in a spirit of mischief, seized the rope and began to pull against the squad. In doing this he slipped and fell across the rope, and as he could not at once regain his

feet and the bogie was advancing, his position was dangerous. The plaintiff ran to his assistance and succeeded in extricating him, but before he could get clear, the plaintiff was himself jammed against the wall and seriously injured. The question was whether this accident arose out of and in the course of the plaintiff's employment within the meaning of the Act. It was argued that he was entitled to compensation inasmuch as his injuries were sustained while he was acting in the interest of his employers. The court, while feeling the strongest sympathy for the plaintiff, were clearly of opinion that the workman whom the plaintiff endeavoured to assist was not engaged in his employer's business, but was in fact actually interfering with those who were engaged in carrying it on. The accident could not, therefore, be regarded as having arisen out of and in consequence of the plaintiff's employment. The plaintiff was really in the same position as he would have been if he had been injured in an attempt to assist a stranger who had fallen in front of a tramway car. We think the decision of the Scottish court will be generally accepted. It has been already decided that an injury sustained by a workman while engaged at his work through the tortious act of a fellow workman which had no relation whatever to his employment did not arise out of his employment so as to be a subject of compensation. The cause of the injury to the plaintiff was in no way incidental to the business in which he was engaged.

#### Right of Pauper Client to Appoint His Own Counsel.

THE COURT of Cassation in Paris has just given its decision upon a question which had been referred to them relating to the privilege of advocates. By a law of the 22nd of January, 1851, "judicial assistance" is afforded to litigants before the civil courts (including the commercial courts and those of justices of the peace) and for the defence of persons accused before the criminal courts. The litigant or defendant is exempted from the payment of court fees, and an advocate is assigned to act on his behalf. The services of this advocate are gratuitous, and the question referred to the court was whether he is entitled to introduce another advocate to act with him for his client, and whether this second advocate is at liberty to receive a fee for his services. The Court of Cassation was of opinion that the regulations relating to judicial assistance did not prohibit the litigant from obtaining additional legal aid, and that the advocate employed by him may accept a fee voluntarily offered by the client. The Court of Cassation were also of opinion that the receipt of such a fee would only be inadmissible when it happened to be contrary to the usage of the bar of which the advocate chosen by the client was a member. And the court were satisfied that in the particular case there was sufficient proof of a usage by which the client was authorized to decline the services of the advocate assigned to him, and to select another in his place, and the advocate so selected was, in accordance with this usage, at liberty to accept a fee for his services. This decision of the Court of Cassation is in harmony with the practice of the Court of Session in Scotland with regard to the Poors Roll, under which—notwithstanding a provision that no other advocate or agent than those appointed in terms of the Act for appointing advocates to assist indigent persons shall be employed or allow their names to be used—a senior counsel sometimes acts along with the counsel for the poor in cases of unusual difficulty, without special application to the court. But it appears to be quite inconsistent with the English practice as regulated by R.S.C. ord. 16, rr. 27, 28.

#### The Removal of a Judge.

THE APPELLATE Division of the Supreme Court of New York has just rejected an application for the removal of Justice JOSEPH M. DEUEL from the Special Sessions Bench and ordered that the proceedings should be dismissed. It appeared to the referee, to whom the matter of the application was submitted by the court, that it was founded upon an allegation that the justice was interested in the publication of a magazine called "Town Topics," in violation of the law prohibiting members of the judiciary from engaging in any business during their term of office, and that he was in the habit of looking over the proofs of



the magazine for the purpose of guarding it against the risk of civil or criminal proceedings. The Supreme Court were of opinion that a persistent violation of the statute prohibiting judicial officers from engaging in any other business would be a sufficient cause for removal, but that the justice did not appear to have any pecuniary interest in the corporation beyond that of a stockholder. Although vice-president of the corporation, he was charged with no specific duties in relation to it. We are not aware of any law disabling English judges from engaging in business, and we have heard that they have occasionally been directors of joint stock companies. But their tenure of office is more permanent than that of the judiciary of the United States, and their duties must so far engross their time as to leave no leisure for any independent and remunerative labour.

## Registration of Mortgages Accompanying Debentures.

AN important decision has been given by SWINFEN EADY, J., in *Cunard Steamship Co. (Limited) v. Hopwood* (Times, 20th inst.) with reference to the necessity, under the Companies Act, 1900, of registering under the Companies Acts mortgages on ships which accompany, or are subsequently brought within the security created by, a debenture trust deed. Such mortgage must, to ensure the priority of the mortgagee, be registered under the Merchant Shipping Act, 1894; otherwise the security will be postponed to subsequent registered mortgages, notwithstanding that the subsequent mortgagees took with notice of the debentures and the specific mortgages: *Black v. Williams* (1895, 1 Ch. 408). But the necessity of registering the specific mortgages also under the Companies Act, 1900, depends on the terms of that statute, and it will be important to compare such terms with the corresponding provisions of the Act of 1907.

The Act of 1900, it will be remembered, provided by section 14, sub-section 1, for the filing of certain mortgages and charges created by a company after the commencement of the Act (the 1st of January, 1901), and by sub-section 4 it was provided that where a series of debentures "containing any charge to the benefit of which the debenture-holders of that series" were entitled *pari passu* was created by a company, it should be sufficient to enter on the register, (a) the total amount secured by the whole series; (b) the dates of the resolutions creating the series and of the covering deed, if any, by which the security was "created or defined"; (c) "a general description" of the property charged; and (d) the names of the debenture trustees, if any. Sub-section 5 empowered the company, in a case where more than one issue was made of debentures of the same series, to require the registrar to register the date and amount of any particular issue, but the omission to do this was not to affect the validity of the debentures issued; and by sub-section 6 a certificate of the registrar of the registration of a mortgage or charge under the section, stating the amount secured, was to be conclusive evidence that the requirements of the section as to registration had been complied with, and the company was to cause a copy of the certificate so given to be endorsed on every debenture or certificate of debenture stock.

On the language of section 14 it was not clear to what extent a registration of a series of debentures under sub-section 4 was also within the requirements of sub-section 1, though the natural effect, perhaps, was that sub-section 4 was supplementary to and not independent of sub-section 1. But a different view was taken by BUCKLEY, J., in the important pronouncement on the effect of the section which he made in *Re Harrogate Estates (Limited)* (1903, 1 Ch. p. 502), and he there pointed out that sub-sections 1, 2, and 3 dealt with the case in which a charge was created in favour of a person either named in the debenture, or who could be ascertained as being the bearer of the debenture, and who became entitled to the charge. In such cases the twenty-one days allowed for registration by sub-section 1 ran from the date at which the person became so entitled. But sub-section 4 contemplated a different state of things, and made distinct provision to meet it. In the case of a series of debentures the proper course was to register the

dates of the resolution creating the series, and of the covering deed, if any, and the other prescribed particulars, and such registration would protect all debentures subsequently issued, and all debentures issued not more than twenty-one days before registration, but would not protect debentures issued at an earlier date; and the learned judge added that the words in sub-section 4, "debentures containing any charge" were, in his opinion, equivalent to debentures which had the benefit of a charge.

In *Re Harrogate Estates (Limited)* a series of debentures, with a covering deed, had been issued, and the particulars required by sub-section 4 had been registered, but an error had been made in the registered date of the resolution authorizing the issue. The debentures were issued at different times, and, in addition to the registration under sub-section 4, the earlier debentures were also registered within twenty-one days respectively from the dates of issue. Then further debentures of the same series were issued and were not brought in for registration within the twenty-one days of issue. The registrar accordingly refused registration, and the case came before the court on an application for extension of time. BUCKLEY, J., held, in accordance with the view of sub-section 4 stated above, that the registration of the successive debentures was not necessary, and that upon the registration of the date of the resolution being corrected, the registration under sub-section 4 would protect all the debentures of the series subsequently issued.

In the present case of *Cunard Steamship Co. (Limited) v. Hopwood* (*supra*) the company had, under a resolution passed on the 3rd of December, 1903, issued £2,600,000 debenture stock. This was secured by a trust deed executed the same day, and the assets scheduled to the deed and subject to it included nine steamships mentioned by name, and two others then building, not mentioned by name, but described as being of large size and high speed. The deed empowered the company, with the consent of the trustees, to withdraw specifically mortgaged property and to substitute other property of equal or greater value. Under this clause a vessel called *The Brescia* was substituted for one of the two new ships, the other receiving the name of *The Lusitania*. In 1904 the company executed mortgages of the nine ships, which were duly registered under the Merchant Shipping Act, 1894; and mortgages of *The Brescia* and *Lusitania* were executed and registered in 1905 and 1907. The particulars of the issue of debenture stock were registered under sub-section 4 of section 14 of the Companies Act, 1900, on the 22nd of December 1903, but by inadvertence the date of the resolution was omitted. The registrar had, however, endorsed a certificate of registration on each of the certificates for debenture stock.

Under the above circumstances the question was raised whether the registration under sub-section 4 was sufficient to protect the security, including the shipping mortgages, or whether these mortgages also should have been registered under the Companies Act, 1900. To require such registration in addition to the registration of the particulars of the debentures would cause a good deal of inconvenience, and the question is not confined to shipping mortgages. It would arise in any case where specific property is brought under a debenture security by a mortgage separate from the debentures or debenture trust deed. And it is satisfactory that the learned judge has held that, provided registration had been duly made of the particulars required by sub-section 4, no registration of specific mortgages was necessary. Sub-section 4 applies to debenture stock, as well as to a series of debentures, and the particulars only require the property subject to the security to be generally described. As regards the nine ships scheduled to the deed, the description was, of course, particular, but SWINFEN EADY, J., held that the particulars covered also the new ship described generally and the ship brought in by way of substitution. The defect in registration as regards the date of the resolution was cured by the registrar's certificate, which, as above pointed out, is conclusive that all requirements as to registration have been complied with: *Re Yolland* (1908, 1 Ch. 152). The question as to the efficacy of registration under sub-section 4 in regard to substituted property was raised in *Cornbrook Brewery v. Law Debenture Corporation* (1904, 1 Ch. 103,

110), but was not decided. It is obvious, however, as SWINFEN EADY, J., pointed out, that it would impose a very serious burden upon debenture-holders if they were bound to watch the company's property, and to make sure that substituted property was duly registered by the company and the trustees. He has, accordingly, held that no such burden is cast upon the debenture-holders, and that the original registration under sub-section 4 protects property generally described, and also property brought in by way of substitution.

The provisions as to registration of mortgages and charges are now contained in section 10 of the Act of 1907. This, by sub-section 1, extends the obligation to register by adding to the specified items (1) mortgages or charges on land, and (2) mortgages or charges on book debts. This is not material for the present purpose. The language of the sub-section is, however, noteworthy in that there is now no requirement that the security shall be "filed." The prescribed particulars, and also the instrument of charge, are to be delivered to the registrar for registration. As regards a series of debentures, the registration is still governed by a separate sub-section—namely, sub-section 3, and this is in substance a reproduction of sub-section 4 of section 14 of the Companies Act, 1900. It is amplified, however, so as to give effect to BUCKLEY, J.'s, view in *Re Harrogate Estates (Limited)* (*supra*) that the words "containing any charge" must include cases where the debenture-holder is entitled to the benefit of a charge, and the words now are:—"Where a series of debentures containing, or giving by reference to any other instrument, any charge to the benefit of which the debenture-holders of that series are entitled *pari passu*," &c. The sub-section also enacts specifically that in the case of registration of debentures the twenty-one days allowed for registration are to run from the execution of the deed containing the charge, or, if there is no such deed, from the first issue of any debentures of the series; and with the particulars there is to be delivered to the registrar the deed containing the charge, or, if there is no such deed, one of the debentures. But the prescribed particulars are not altered, and it is sufficient if they give a general description of the property charged. It appears, therefore, that the present decision is equally applicable to cases arising under the new Act. The registration of the debentures under section 10 (3) protects subsidiary securities, such as specific mortgages made in support of the general charge on property, and protects also specific mortgages of substituted property.

## The Modern Law of Escheat and *Bona Vacantia*.

By "escheat" at the present day is usually meant "escheat to the Crown," for the only legal estate in land with which escheat had to do in the common law was an estate in fee simple, and since the date of the Statute of *Quia Emptores* a subject of the Crown cannot create a new estate in fee simple. The right to *bona vacantia* is a *jus regale*, which can only belong to a subject by express grant (*Dyke v. Welford*, 5 Moo. P. C. 434). By the law relating to escheat and *bona vacantia* is meant, then, the law that has to do with the right of the Crown to land as to which there is a failure of heirs, and to personal property as to which there is no apparent owner. These two rights have generally been considered to be founded on two distinct principles, the right to land being claimed as lord of the fee *per defectum tenentis*, and the right to personalty as the Sovereign of the realm in the absence of any other owner. Both rights, however, are caducuary, as distinguished from successory, rights, in that they arise by virtue of a paramount title and not by way of representation to the last owner. And, notwithstanding their diverse meaning in former times, they are etymologically the same thing, since the word "escheat" comes from *excadere*, and as Lord COKE says (Co. Lit. 13a), "escheats are by the civilians called *caduca*"—windfalls. At the present day, owing to the changes made in the law of escheat, the rights of the Crown to land by escheat and to personalty as *bona vacantia* are practically very much the same in result.

Formerly the law of escheat applied only to the legal estate in land, and the law of *bona vacantia* to the legal ownership of personalty. The following changes have taken place: (1) Land held in trust does not escheat; (2) equitable interests in land do escheat; (3) rent-charges and similar interests in land now escheat; (4) personalty of which the legal owners are mere trustees is now liable to be taken as *bona vacantia*.

(1) Although the escheat of land held on trust for other persons is not the subject of any statutory provision which directly forbids it, the loss of their interests by the beneficiaries is in effect prevented by the provisions of the Trustee Acts which from time to time have been passed for the purpose of enabling new trustees to be appointed, and vesting orders to be made by the courts; these enactments are now embodied in sections 25-34 of the Trustee Act, 1893. The powers of the court under these sections have been exercised in many cases where the property might possibly have been considered to have already become vested in the Crown, as where the legal owner had been a corporation which was already dissolved: see, for instance, *Re No. 9, Bomore-road* (1906, 1 Ch. 359, 361).

(2) By the Intestates' Estates Act, 1884 (47 & 48 Vict. c. 71) the law relating to escheat was revolutionized, and the distinction between a right by virtue of escheat and a right to property as *bona vacantia* was, for all practical purposes, nearly obliterated. It was enacted, in substance, that equitable interests in hereditaments, corporeal or incorporeal, should be subject to the law of escheat as though they were legal estates in corporeal hereditaments. Strictly speaking, of course, an equitable estate or interest cannot "escheat" in the sense in which the word is used with respect to legal estates in fee simple, since equitable estates are not the subject of any tenure; but, in the sense of becoming vested in the Crown under a caducuary right to have them in the absence of any other owner, equitable interests can become the property of the Crown in the same way as *bona vacantia*, and this appears to be the meaning of the provisions in the Intestates' Estates Act, 1884: see *Re Wood* (1896, 2 Ch. 596). The Act, however, seems to apply only to "real estate" descending to "heirs," and not to terms of years.

(3) The Intestates' Estates Act, 1884, also enacted that legal, as well as equitable, estates and interests in incorporeal hereditaments should be subject to the law of escheat. This brings such interests as rent-charges within the scope of the new law, and these, like equitable estates in corporeal hereditaments, are not the subject of tenure. A rent-charge owned in fee simple will now, therefore, become vested in the Crown on the death of its owner intestate and without heirs, instead of (as formerly) disappearing altogether and leaving the land out of which it issued free from all claim in respect of it.

(4) The rule that personalty, of which the legal owners are mere trustees, can be claimed by the Crown as *bona vacantia* in the absence of a beneficial owner seems to have been laid down first in 1783 by Lord THURLOW in *Middleton v. Spicer* (1 Br. C. C. 201), but it is now firmly established: see *Re Bond* (1901, 1 Ch. 15), which case also illustrates the tendency, already referred to, of the doctrine of escheat and the doctrine of *bona vacantia* to become undistinguishable. It is, of course, essential that the legal owners should be trustees—express or constructive. For instance, executors are not necessarily trustees of their testator's estate, and although by the Executors Act, 1830, executors are to be deemed trustees for the next-of-kin in respect of any residue not disposed of, they are not trustees for the Crown if there are no next-of-kin and there is no ground for applying the equitable rules on the subject so as to make them trustees. Under such circumstances the legal title of the executors prevails, and the Crown cannot claim the property as *bona vacantia*: see *Re Ghukman, Attorney-General v. Jefferys* (1908, 1 Ch. 552), recently affirmed by the House of Lords.

It may be observed here, incidentally, that the legal title of the Crown's nominee (the Solicitor for the Treasury) as administrator will not be defeated by the mere fact that under the law of the intestate's domicile an equitable title to the property as *bona vacantia* is made out, where the domicile is foreign and the property is situated in English territory: *Re Barnett's Trusts*, (1902, 1 Ch. 847).



To what extent the lands, freehold and leasehold, of a corporation aggregate escheat, or otherwise become vested in the Crown on the dissolution of the corporation cannot be considered as completely settled. Personalty, other than chattels real, of course would vest in the Crown as *bona vacantia*: *Re Higginson and Dean* (1899, 1 Q. B. 325). With respect to chattels real or leaseholds, it has recently been decided by a Divisional Court that these do not vest in the Crown as *bona vacantia*, but that the term is extinguished for the benefit of the lessor or reversioner: *Hastings Corporation v. Letton* (1908, 1 K. B. 378). This decision is expressly based on a passage of BLACKSTONE, which again adopts a statement of the law relating to escheat of a corporation's fee simple land made by Lord COKE (Co. Lit. 13b). It is there laid down that fee simple land of a corporation does not, on the dissolution of the corporation, escheat to the lord of the fee, but reverts to the grantor. This statement of the law is said, however, to be opposed to other authorities of some antiquity; the whole question is examined in Gray on Perpetuities (2nd ed., pp. 43-48), and the correctness of the law as laid down by Lord COKE is disputed. Apparently, until the publication of Gray on Perpetuities, there is no statement, since the time of COKE, to be found in any reported case or text-book to the effect that freehold land of a dissolved corporation reverts to the grantor instead of escheating to the Crown or other lord. References to cases and text-books in the contrary sense may be found in Williams' Vendors and Purchasers, p. 870.

## Reviews.

### Legal Representatives.

LEGAL REPRESENTATIVES: BEING A CONCISE TREATISE ON THE LAW OF EXECUTORS AND ADMINISTRATORS AS MODIFIED BY THE LAND TRANSFER ACT, 1897. By SYDNEY EDWARD WILLIAMS, Barrister-at-Law. SECOND EDITION. Stevens & Sons (Limited).

The subject treated in this work is of considerable magnitude, and we are not surprised that Mr. Williams observes in his preface that severe and laborious compression has been necessary; and in particular he points out that to deal with the death duties in half-a-dozen pages without becoming obscure is a matter of considerable difficulty. We should have thought it to be of such a difficulty as to be hardly worth attempting, and Mr. Williams does not perhaps improve matters by supporting his statements by references to the reports without giving the names of the cases referred to. One disadvantage is that the reader cannot make use of the Table of Cases to find the reference to a concurrent report. At the same time the chapter gives a general outline of the incidence and payment of estate and other death duties which will be found useful, provided the statutes and the reports are at hand. A chapter is devoted to the powers and liabilities of legal representatives in regard to real estate, and this is a good example of the way in which the author can combine conciseness and utility. The practitioner will find in it a convenient guide to the authorities which at present govern the application of Part I. of the Land Transfer Act, 1897. Elsewhere, too, throughout the book the same faculty of collecting the relevant authorities in a small space is apparent—in regard to the right of the executor to residue, for instance, where *Re Glukman* (1907, 1 Ch. 171) must now be supplemented by a reference to the recent decision of the House of Lords in the same case. And generally the book represents a successful attempt to furnish the practitioner with a very concise statement of the law supported by references to the latest authorities.

### Books of the Week.

Butterworth's Ten Years' Digest of Reported Cases, 1898 to 1907: A Digest of Reported Cases decided in the Supreme and other Courts during the years 1898 to 1907, including a Copious Selection of Reported Cases decided in the Irish and Scotch Courts, with Lists of Cases Digested, Overruled, Considered, &c. Issued under the General Editorship of SIDNEY W. CLARKE, Esq., Barrister-at-Law, with the co-operation of C. C. M. PLUMPTRE, Esq., W. F. LAWRENCE, Esq., F. J. COLTMAN, Esq., M. R. EMANUEL, Esq., M.A., D.C.L., W. VALENTINE BALL, Esq., E. L. HOPKINS, Esq., and HARRY CLOVER, Esq., Barristers-at-Law. Vol. IV.: Words, Terms and Phrases, Cases Affirmed, Reversed &c., Table of Cases Digested. Butterworth & Co.

Encyclopædia of Local Government Board Requirements and Practice: Being an Encyclopædia of the Requirements and Practice of the Local Government Board in Connection with Applications to them,

including a Summary of the Statutory Provisions governing each Matter Dealt with. By A. E. WOOD, Esq., and T. B. JOHNSON, Esq. In Two Vols. Butterworth & Co.; Shaw & Sons.

The Treaty Power under the Constitution of the United States: Commentaries on the Treaty Clauses of the Constitution, Construction of Treaties, Extent of Treaty-Making Power, Conflict between Treaties and Acts of Congress, State Constitutions and Statutes, International Extradition, Acquisition of Territory, Ambassadors, Consuls and Foreign Judgments, Naturalization and Expatriation, Responsibility of Government for Mob Violence and Claims against Governments; with Appendices containing Regulations of Department of State relative to Extradition of Fugitives from Justice; a List of the Treaties in Force, with the International Conventions and Acts, to which the United States is a party, and a Chronological List of Treaties. By ROBERT T. DEVLIN, of the San Francisco Bar. Bancroft-Whitney Co., San Francisco.

Digest of the Companies Acts, 1900 and 1907, with Explanatory Notes, Precedents and Forms, together with Tables of Fees and Duties, Stock Exchange Regulations, Rules and Orders, &c. By CHARLES J. ASTBURY, M.A., B.C.L., Barrister-at-Law. Stevens & Sons (Limited); James Collins & Co. (Limited), Manchester.

An Analysis of the Fifteenth Edition of Snell's Principles of Equity, with Notes Thereon. By E. E. BLYTH, B.A., LL.D. (Lond.), Solicitor. Ninth Edition. Stevens & Haynes.

A Short History of the English Bar. By BERNARD KELLY. Swan Sonnenschein & Co. (Limited).

The Law Quarterly Review. Edited by Sir FREDERICK POLLOCK, Bart., D.C.L., LL.D. July, 1908. Stevens & Sons (Limited).

## Correspondence.

### Section 15 (3) of the Companies Act, 1907.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Questions have been raised by at least one eminent member of the bar as to whether sub-section 3 of section 15 of the Companies Act, 1907, successfully effects the purpose for which it was undoubtedly intended. The question is one of such serious importance to banks and their legal advisers that information would be very welcome as to the view of the law taken by members of the profession generally.

In order to explain the question it is necessary to refer to the origin of section 15.

It has long been the practice of banks to advance money to companies on security of a deposit of their debentures. This has been done without there being any necessary connection between the face value of the debentures and the amount of the advance, except that the advance would, of course, not exceed the face value of the debentures. That such a security is permissible is clear from *Re Regent's Canal Ironworks* (3 Ch. D. 43).

The transaction may properly be looked at as in the nature of a bond with a condition. Thus: the penalty on the bond is the face value of the debentures, payable only if the condition of the bond is not kept; the condition being that the company shall pay the amount of the advance.

When a company under such circumstances paid off the loan, it was common for the company to treat the debentures as still available either as security to the same bank for a further loan, or for issue in other directions. That this was an incorrect view was shown by *Re Routledge* (1904, 2 Ch. 474) and *Re Tasker* (1905, 2 Ch. 587). Those decisions showed that in such cases the debenture was spent when the advance was repaid.

To remedy this inconvenience sub-sections 1, 2, 4, and 5 of section 15 were passed. The effect of these sub-sections is that under such circumstances the company can now keep the debentures alive for the purposes of re-issue by taking the appropriate step—such as a resolution that the debentures be kept alive.

Encouraged by these decisions, a certain section of the bar contended that where debentures were deposited as security for advances on an overdrawn current account or on a variable loan account the same result took place (i.e., the debentures became spent) whenever receipts on the receipt side of the account equalled the amount of the original overdraft or advance, or (alternatively) when those receipts equalled the amount of the face value of the debentures.

Others (it is believed the majority of the bar) dissented from this view, holding that so long as any sum remained due on the account, whether in respect of the original or subsequent advances, the security remained valid. This was a necessary result of applying the principle above suggested of a "conditioned bond." Thus the company was liable to pay the face value of the debentures only if it failed to comply with the condition—namely, that it should discharge the balance due on the account when called upon.

It was admitted, however, by all that there was a difficulty if the account ever actually ceased to be in debit. To remedy that difficulty the suggestion was made, and in many cases adopted, that a fixed loan of, say, £100 should always be kept due on a separate account, so that at least that amount might always remain outstanding.

To avoid this, sub-section 3 was passed, providing that "Where a company has . . . deposited . . . debentures to secure advances from time to time on current account or otherwise, the debentures shall not be deemed to have been redeemed by reason only of the account of the company having ceased to be in debit whilst the debentures remained so deposited."

It is obvious that the draftsman of that section took the view of the law referred to above as that of the majority of the bar—namely, that (before the passing of this sub-section) the debentures only became spent if the account ceased to be in debit; because it is only that defect which he expressly cured.

But, in the opinion of some, the sub-section has not got over the difficulty. They still contend that when the receipts on the receipt side of the account equal the amount of the face value of the debentures, the debentures become invalid, at any rate as against subsequent or *pari passu* incumbrancers, on the ground that the bank, having knowledge of these other incumbrancers, cannot make any further advances to their detriment, and that there is nothing in the Act to negative this.

But whatever may have been the law before sub-section 3 was passed, surely that cannot be the law now? The sub-section assumes the existence of advances from time to time on current account secured by deposit of debentures. Such security could never be taken if that be the law, because the essence of an advance on current account is that receipts and payments are made from time to time. To take the view suggested would therefore be to stultify the sub-section which assumes that such security may be taken.

But as there is still a difference of opinion on the point, the views of your readers would be very welcome.

July 21.

### Wigs for Solicitors.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I am pleased that this matter has been referred to the Council of the Law Society. The present dress of advocates in the county courts is simply absurd. Either let us have a head-dress or abolish the gown! The universities, church, corporations, &c., have an appropriate head-dress to wear along with their robes. Why not solicitors?

Surely the bar are not so silly and childish as to raise any objection, seeing that registrars, coroners, town clerks, &c., now wear wigs. If such an objection is raised, then we could adopt a distinctive wig.

Is not the Law Society sufficiently strong to regulate our professional dress even in the face of opposition by the bar? If not, is it not time for a change in the Council?

ADVOCATE.

## CASES OF THE WEEK.

### House of Lords.

ANDERSON v. MARTEN. 26th May; 3rd July.

INSURANCE—MARINE—WARRANTY OF FREEDOM FROM CAPTURE—CAPTURE OF NEUTRAL SHIP BY BELLIGERENT—SUBSEQUENT LOSS BY PERILS OF THE SEA—CONDEMNATION BY PRIZE COURT—RELATION BACK.

A policy of marine insurance contained a clause "warranted free from capture, seizure, and detention, and the consequences of hostilities." The ship was, during hostilities between Russia and Japan, captured by a Japanese cruiser, and while being taken to a Japanese port where there was a Prize Court, was lost by a peril of the sea. The ship was subsequently condemned by the Prize Court. In an action on the policy Channell, J., gave judgment for the defendant, and the Court of Appeal upheld that decision.

Held, dismissing the plaintiff's appeal, that the loss was occasioned by capture within the meaning of the exception, and that what happened subsequently was immaterial on the question of liability.

The plaintiff, the appellant in their lordships' House, claimed under a marine policy dated the 11th of January, 1905, on the steamship *Romulus*, of which he was the owner. The defendant was one of the underwriters of the policy. The policy contained a claim "warranted free from capture, seizure, and detention and the consequences of hostilities." The *Romulus* was during the policy captured by a Japanese cruiser at the time of the Russo-Japanese war, and while being taken to a Japanese port where a Prize Court was held she was lost by perils of the sea. The ship was subsequently surveyed on behalf of her owner, and found to be a total loss, and that she had become so before she was condemned, as she ultimately was, by the

Japanese Prize Court. In these circumstances the action was brought, and Channell, J., decided in favour of the defendant. The Court of Appeal affirmed that decision, and from that judgment (reported 1908, 1 K. B. 601) the plaintiff appealed.

THE HOUSE having taken time,

LORD LOREBURNE, C., delivered a judgment dismissing the appeal, in the course of which he stated he agreed with the courts below that the loss was occasioned by capture within the exception, and consequently the underwriters were not liable.

LORDS HALSBURY, ASHBOURNE, and ROBERTSON concurred. Appeal dismissed with costs.—COUNSEL, J. A. Hamilton, K.C., and Balloch; Scrutton, K.C., and Bailhache, K.C. SOLICITORS, Woodhouse & Davidson; W. A. Crump & Son.

[Reported by ESKINE RIDD, Barrister-at-Law.]

## Court of Appeal.

WOODHAM SMITH v. EDWARDS, HASLAM & CO., Garnishees.

No. 1. 18th July.

PRACTICE—EXECUTION—JUDGMENT DEBT PAYABLE BY INSTALMENTS—DEFAULT IN PAYMENT OF INSTALMENTS—POWER OF JUDGE TO ORDER EXECUTION TO ISSUE—EXECUTION ACT, 1844 (7 & 8 VICT. c. 96), s. 61; DEBTORS ACT, 1869 (32 & 33 VICT. c. 62), s. 5; R. S. C. XLII. 2A.

Upon an application under section 5 of the Debtors Act, 1869, for the committal of a judgment debtor for non-payment of a judgment debt, the Judge of the High Court to whom bankruptcy business was assigned made an order for payment of the debt by instalments. Some of the instalments being in arrear and unpaid, the judgment creditor applied to the judge in chambers for a charging order upon some money in court which was payable to the judgment debtor.

Held, that under ord. 42, r. 24, the judge in chambers could make a charging order, which was a form of execution, in respect of the unpaid instalments in arrear.

In such a case the jurisdiction, under section 61 of the Execution Act, 1844, to order execution to issue either for whole amount of the judgment debt remaining unpaid or for the unpaid instalments in arrear is not confined to the judge to whom bankruptcy business is assigned, but may be exercised by a judge of the High Court sitting in chambers.

Appeal from two orders made by Ridley, J., at chambers. On the 26th of December, 1905, the plaintiff recovered judgment in the High Court against the defendant for £217 Os. 3d. The judgment remaining unsatisfied, the plaintiff, on the 12th of March, 1907, took out a summons under section 5 of the Debtors Act, 1869, for the committal of the defendant, and Bigham, J., as the judge to whom bankruptcy business was assigned, and in whom was vested the jurisdiction under section 5 of the Debtors Act, 1869, on the 23rd of March, 1907, made an order for payment of the judgment debt by instalments of £4 a month. On the 15th of May, 1908, some of the monthly instalments were in arrear and unpaid, and the total amount due upon the judgment for principal and interest was £216 14s. 1d. Upon that date the defendant recovered judgment for £156 in an action brought by him against the garnishees, of which £75 had been paid into court by the garnishees with their defence. This £75 remained in court, and was in court on the 15th of May, 1908. The plaintiff upon the same day obtained a charging order nisi upon the £75 in court for the unpaid balance of his judgment debt, and a garnishee order nisi in respect of the balance of the £156 due from the garnishees, and the garnishees paid this balance into court. Upon the application to make the charging order absolute Ridley, J., at chambers, held that the plaintiff, so long as the order of Bigham, J., for payment of the judgment debt by instalments was in force, could not issue execution for the judgment debt, and that therefore the charging order, being a form of execution, must be refused. He accordingly discharged the charging order nisi. Subsequently, upon the application to make the garnishee order nisi absolute he reconsidered his former opinion, and made the garnishee order absolute. The plaintiff appealed from the discharge of the charging order, and the defendant appealed from the making absolute of the garnishee order. *Jones v. Jenner* (4 W. R. 651, 25 L. J. Ex. 319), *Re Ives, Ex parte Addington* (34 W. R. 593, 16 Q. B. D. 665), *Montgomery & Co. v. De Bulmes* (47 W. R. 22; 1898, 2 Q. B. 420), *Re A Debtor, Ex parte Rock Red Brick Co.* (52 W. R. 302, 90 L. T. 64), and the Execution Act, 1844 (7 & 8 Vict. c. 96), s. 61, were referred to. Upon the appeal the plaintiff said that he would be satisfied with a charging order and garnishee order in respect only of the unpaid instalments in arrear.

THE COURT (FLETCHER MOULTON and BUCKLEY, L.JJ.) allowed the plaintiff's appeal, and dismissed the defendant's appeal.

FLETCHER MOULTON, L.J., said that the plaintiff had said he would be satisfied that the charging order and the garnishee order should be limited to the amount now due and unpaid of the monthly instalments of £4. In his opinion an order for payment of a judgment debt by instalments amounted to an order for payment of each instalment when it became due, and under ord. 42, r. 24, execution could issue for the amount of the unpaid instalments. Therefore the charging and garnishee orders must issue as to the amount of the instalments in arrear. But as the larger question had been argued, he would express his opinion upon it. The order of Bigham, J., under section 5 of the Debtors Act, 1869, made the judgment debt a debt payable by instalments and not a debt payable immediately. Section 61 of the Execution Act, 1844, provided that in such a case execution should not issue until after default in payment of some instalment, and execution might



then issue for the whole of the debt remaining unpaid, or for each instalment remaining unpaid, as the judge should order. There seemed to be no other provision which restrained the issue of execution in the case of a judgment debt ordered to be paid by instalments. The jurisdiction under section 61 of the Act was not transferred to the judge exercising jurisdiction in bankruptcy. "The judge" meant any judge of the High Court, and the judge sitting in chambers came within those words. He had, therefore, jurisdiction to order execution to issue under section 61 upon default in payment of an instalment. Accordingly there was no jurisdiction either under ord. 42, r. 24, or under section 61 of the Act of 1844, to order execution to issue for the unpaid instalments.

BUCKLEY, L.J., concurred. There was nothing so far as section 5 of the Debtors Act, 1869, was concerned to prevent execution being issued as each instalment fell due. The defendant relied upon section 61 of the Execution Act, 1844. Under that section no execution should issue until default in payment of an instalment, and "the judge" ordered execution to issue either for the whole debt or for the unpaid instalment. "The judge" there meant any judge of the High Court, and it was not confined to the judge exercising bankruptcy jurisdiction. Therefore the charging order would issue as to the instalments in arrears.—COUNSEL, Lacey Smith; Hugh Sturges. SOLICITORS, Woodham, Smith, & Borradaile; Jennings, Son, & Allen.

[Reported by W. F. BARRY, Barrister-at-Law.]

BAKER v. SNELL. No. 2. 16th July.

DOG—DANGEROUS ANIMAL—SAVAGE DOG—INTERVENING ACT OF THIRD PERSON—LIABILITY OF OWNER.

*The defendant was the owner of a dog, known by him to be savage. A servant of the defendant instigated the dog to bite the plaintiff.*

*Held, by COZENS-HARDY, M.R., and FARWELL, L.J., that it was a wrongful act to keep an animal known to be dangerous, and that the person so keeping it was liable for the consequences of his wrongful act, even though the immediate cause of damage was the act of a third party.*

*By Kennedy, L.J.—It was not in itself unlawful to keep an animal feræ naturæ, but the person keeping it was responsible for the results; though in certain events, such as the intervening act of a third party, he would be relieved of his responsibility.*

This was an appeal from a decision of Channell and Sutton, JJ. (reported ante, p. 483). The plaintiff, a barmaid, sued the defendant, a licensed victualler, in whose employment she was, to recover damages for personal injuries sustained by her owing to the bite of a dog belonging to the defendant. The defendant was accustomed to let his barman take it out for a run in the morning, bring it back, and tie it up before the other servants came down. One morning he brought it back while the two servants were at breakfast. He brought it into the kitchen, and said, "I bet the dog won't bite anyone," and then said, "Go it, Bob!" and the dog bit the plaintiff. Upon these facts the county court judge nonsuited the plaintiff on the ground that this was a wilful and malicious act on the part of the barman and was an assault by him. Channell, J., was of opinion that the owner of the dog would not be liable for the act of a third person, for whom he was in no way responsible; but that there was evidence from which a jury might infer that the act of the servant was done in neglect of his duty as custodian of the dog, and that his master was therefore liable. Sutton, J., was of opinion that, as the gist of such an action is the keeping of the animal after knowledge of its vicious propensity, the owner was liable for any injury caused by the animal in all circumstances, except where the plaintiff by his own conduct had brought the injury upon himself. They accordingly directed that the action should go back for a new trial. The defendant now appealed from this decision.

THE COURT (COZENS-HARDY, M.R., and FARWELL and KENNEDY, L.J.J.) dismissed the appeal.

COZENS-HARDY, M.R., in delivering judgment, adopted the view of Channell, J., with regard to the conduct of the barman, and said that, no doubt, was in itself a sufficient reason for affirming the decision of the court below, but as a matter of general interest had been raised, and as it had been dealt with by Channell, J., and also by Sutton, J., he thought it would be right to state shortly his view on the point. If a man kept an animal whose nature was ferocious, or an animal of a class not generally ferocious, but which was known to the owner to be dangerous, was the owner of that animal simply liable if he neglected his duty of keeping it safe, or was he bound to keep it secure at his peril? In his lordship's view the latter was the correct proposition of law, and he thought that it was not open to the court to decide the other way. In 1846, in *May v. Burdett* (9 Q. B. 101), the law was so laid down by the Court of Queen's Bench. The next case in point of time was *Jackson and Wife v. Smithson* (15 L. J. Ex. 311). [The learned judge stated the facts and judgment in this case, and continued:] That case came before the Court of Appeal (3 Exch. D. 2), where Mellish, L.J., delivered the judgment of the court. He said: "The ordinary rule of law is that, when the law creates a duty and the party is disabled from performing it without any fault of his own by the Act of God or the king's enemies, the law will excuse him; but when a party by his own contract creates a duty, he is bound to make it good, notwithstanding any accident by inevitable necessity. We can see no good reason why that rule should not be applied to the case before us. The duty of keeping the water in and preventing its escape is a duty imposed by the law, and not one created by contract. If, indeed, the making a reservoir was a wrongful act in itself, it might be right to hold that a

person could not escape from the consequences of his own wrongful act." If it were true, as he (the Master of the Rolls) thought it was, that it was a wrongful act to keep an animal which was known to be dangerous, that was an authority, not merely of the Court of Exchequer, but also of the Court of Appeal, that the person so keeping it was liable for the consequences of his wrongful act, even if the immediate cause of damage were the act of a third party. The case of *Fildern v. The People's Palace Co.* (25 Q. B. D. 258) was also a strong authority for the same proposition. On those authorities, and in accordance with what was in his lordship's judgment settled law, the matter ought to go down for a new trial, not merely on the grounds which Channell, J., thought sufficient, but also on those as to which he expressed some doubt, but on which Sutton, J., appeared to have based his decision.

FARWELL and KENNEDY, L.J.J., concurred in the decision.—COUNSEL, McColl, K.C., and Abinger; Profumo. SOLICITORS, Philbrick & Co.; H. F. Strouts.

[Reported by J. I. STIRLING, Barrister-at-Law.]

DEWHURST v. MATHER. No. 2. 17th July.

WORKMEN'S COMPENSATION—PERIODICAL EMPLOYMENT—EMPLOYMENT OF CASUAL NATURE—WASHERWOMAN—WORKMAN—WORKMEN'S COMPENSATION ACT, 1906 (6 Ed. 7, c. 58), ss. 1, 13, FIRST SCHEDULE, CLAUSE 1 (2) (b).

*A washerwoman who attends regularly, without instructions, at a house to perform her work is engaged under a contract of service within section 13 of the Workmen's Compensation Act, 1906, and her employment is not of a casual nature.*

This was an appeal from an award of the judge of the County Court of Preston, sitting as an arbitrator under the Workmen's Compensation Act, 1906. The applicant, Mrs. Dewhurst, was in the habit of washing for Mrs. Mather, of Preston, going for this purpose every Friday and on alternate Tuesdays. On the 22nd of October, 1907, whilst at Mrs. Mather's house, she pricked her thumb with a pin in washing the cellar steps, blood poisoning supervened, and she lost the use of her hand. The appellant went out washing or charring for other persons, and her aggregate earnings for the week were about 15s. The county court judge found that the applicant was in regular employment for one day a week, and on every other Tuesday for some eighteen months previous to the accident; he also found that the accident happened whilst the applicant was working for the respondents, the employers, and he awarded 7s. a week compensation. The employer and her husband appealed.

THE COURT (COZENS-HARDY, M.R., and FARWELL and KENNEDY, L.J.J.) dismissed the appeal.

COZENS-HARDY, M.R.—The county court judge has held, first of all, that a wife who engages a person of this kind as a washerwoman does so as agent for her husband. It is quite clear that in a matter of that kind, although the actual engagement is made by the wife, it is made by her as agent for the husband, and the husband is liable. But then it is said that this washerwoman was not engaged under "a contract of service" within section 13 of the Act. The evidence shows that she went on Friday every week and on alternate Tuesdays regularly, without any further instructions, and she went on other days of the week to other persons. Under these circumstances the judge has found that there was a contract of service of a periodical nature. It seems to me to come exactly within the language of the first schedule, clause 1, sub-section 2 (b), where you have these words relating to the earnings of a workman:—"Where the workman had entered into concurrent contracts of service with two or more employers, under which he worked at one time for one such employer, and at another time for another such employer, his average weekly earnings shall be computed as if his earnings under all such contracts were earnings in the employment of the employer for whom he was working at the time of the accident." The Act obviously contemplates a case in which the engagement is not for the whole time, but for a portion of time with one employer and for a portion of time with another employer. That being so, it seems to me reasonably plain that this is not, to use the language of section 13 of the Act, an employment of "a casual nature." It was an employment of a regular nature. It was for definite periods, perfectly well known to both employer and employee. Then it is said that this court, in the recent case of *Hill v. Begg* (ante, p. 581), decided something which ought to govern this case. I was a party to that decision, and I do not desire to qualify a word of what I there said; but it seems to me to have nothing whatever to do with the present case. In that case there was no agreement between the parties for either permanent or periodical employment. Here the fact was found by the county court judge that there was an agreement for periodical employment. That being so, it is not an employment of a casual nature. The appeal therefore must be dismissed.

FARWELL and KENNEDY, L.J.J., delivered judgments to the same effect.—COUNSEL, E. C. C. Firth; R. M. Montgomery. SOLICITORS, Mellor & Co., for Rawsthorn, Ambler, & Booth, Preston; Busk, Mellor, & Co., for T. J. & H. Backhouse, Blackburn.

[Reported by J. I. STIRLING, Barrister-at-Law.]

## High Court—Chancery Division.

Re THE ELEMENTARY EDUCATION ACTS, 1870 AND 1873, AND Re THE LANDS CLAUSES CONSOLIDATION ACT, 1845. Joyce, J. 9th and 14th July.

LANDS CLAUSES CONSOLIDATION ACT, 1845—VENDOR AND PURCHASER—COSTS TO BE BORNE BY PURCHASER—VENDOR DYING BEFORE COMPLETION.

**TION—COST OF TAKING OUT PROBATE BY EXECUTOR TO COMPLETE—LANDS CLAUSES CONSOLIDATION ACT, 1845 (8 VICT. c. 18), s. 82—ELEMENTARY EDUCATION ACTS, 1870 AND 1873 (33 & 34 VICT. c. 75, ss. 20, 21; 36 & 37 VICT. c. 86, s. 15).**

Where a vendor, under a contract for the sale of lands governed by the Lands Clauses Consolidation Act, 1845, died before completion, and the vendor's executrix took out probate for the purpose of completing.

Held, that the costs of taking out probate were not payable by the purchaser under section 82 of the Act.

In 1903 the School Board for London served notice to treat on Joseph Baxter for his estate and interest in certain leasehold premises, and Baxter ultimately accepted an offer of £1,050 for the property by the London County Council, in whom the liabilities and property of the School Board had become vested. In February, 1906, before the completion of the purchase, Baxter died, having by his will appointed his wife executrix, and given all his property to her absolutely. There was practically no estate other than the leasehold premises in question. On the 29th of March, 1906, the widow proved the will. The solicitors for the London County Council approved the draft assignment, with the following note:—"The will must be proved before completion and probate produced." The contract was duly completed, and the widow claimed the costs of probate from the purchasers under section 82 of the Lands Clauses Consolidation Act, 1845, which provides: "The costs of all such conveyances (i.e., under the provisions of or governed by the Act) shall be borne by the promoters of the undertaking, and such costs shall include all charges and expenses incurred on the part as well of the seller as of the purchaser, of all conveyances and assurances of any such lands, and of any outstanding terms or interests therein, and of deducing, evidencing, and verifying the title to such lands, terms or interests, . . . as the promoters of the undertaking may require, and all other reasonable expenses incident to the investigation, deduction, and verification of such title." On taxation the master allowed £9 10s., the costs of probate. The council took out a summons to review the taxation. Adjourned summons.

JOYCE, J.—In this case, after a contract between a vendor and the London County Council for the sale of certain leasehold property which was governed by the Lands Clauses Consolidation Act, 1845, the vendor died. It then became necessary to carry out the contract, and for the purpose of executing the conveyance and receiving the purchase money his widow took out probate. It is now said that the council, under the provisions of the Act, is bound to pay, not the estate duty—the contention did not go so far as that—but the costs of her taking out probate to the will of the testator. Why was the council liable to pay these costs? Their only liability was under section 82 of the Lands Clauses Consolidation Act, 1845; that is, the section governing the case, and prescribing the costs to be paid by the council. They were to pay the costs of all such conveyances as were dealt with under the Act. [His lordship then referred to the words of the section.] Which of these costs are costs of taking out probate? I have asked Mr. Crossfield to point out the head under which these costs came, but he has not given any satisfactory answer to the question. He did not point to any particular head, but, as I understood him, to every one of them. The costs of probate were not costs of the conveyance, nor the charges or expenses of any conveyance or assurance, or of any outstanding term or interest in the land, nor, in my opinion, of deducing or verifying the title. The only word under which they might come was "evidencing," but in my view the costs are not within the meaning of evidencing in this section. The costs were incurred to prevent the executrix from committing an illegality. It is not a case in which authorities are of much assistance. These costs are not mentioned in the section, and are not payable by the county council.—COUNSEL, Christopher James; Crossfield. SOLICITORS, Edward Tanner; Crossfield, Cushing, & Wheldon.

[Reported by A. S. OFFÉ, Barrister-at-Law.]

#### ADAM v. BANK OF ENGLAND. Joyce, J. 1st July.

**CHARGING ORDER ABSOLUTE—CONTINGENT EQUITABLE INTEREST OF JUDGMENT DEBTOR—GOVERNMENT STOCKS AND STOCK IN THE BANK OF ENGLAND—NOTICE OF ORDER TO THE BANK—EFFECT UPON THE LEGAL INTEREST—TRANSFER AT THE DIRECTION OF THE TRUSTEE IN WHOSE NAME THE STOCK IS STANDING—DUTY OF THE BANK TO TRANSFER NOTWITHSTANDING THE CHARGING ORDER—NOTICE IN LIEU OF DISTRINGAS—PRACTICE—1 & 2 VICT. c. 110, ss. 14, 15—3 & 4 VICT. c. 82, s. 1—R. S. C. XLVI.**

Where a judgment creditor has obtained a charging order absolute upon the contingent equitable interest of a judgment debtor in Government and Bank of England Stock, standing in the name of a trustee, the Bank is compellable to transfer the respective stocks at the direction of the trustee, notwithstanding that notice of the charging order has been served upon the Bank. The judgment creditor can protect his rights by giving notice to the trustee and by issuing a notice in lieu of distringas upon the Bank.

Under the trusts of her marriage settlement, Mrs. Cathcart was entitled to a power of appointment over three-fourths of the funds subject to the settlement and subject thereto to an interest in the whole of the funds contingently upon events which have not yet happened. At the dates of the charging orders next mentioned the funds subject to the trusts of the settlement were a sum of £49,998 Consols and £397 Bank of England stock, standing in the names of the then

trustees of the settlement. On the 13th of July, 1894, Mr. Hood Barrs obtained a charging order nisi upon Mrs. Cathcart's interest in the said Consols and stock for the judgment debt, being £1,492 18s. 1d., and costs recovered in an action *Hood Barrs v. Cathcart*, and on the 10th of August, 1894, the charging order was made absolute. Mr. Hood Barrs died before the commencement of these proceedings, and his personal representatives were not parties to this action. By an order dated the 27th of March, 1908, made in an action in the matter of the above marriage settlement between the present plaintiff, as trustee, and William Howard Winterbotham, it was ordered that the plaintiff, as surviving trustee of the said settlement, should be at liberty to lodge in court the £49,998 Consols and £397 Bank stock, being the securities subject to the trusts of the settlement, and that the said funds, when so lodged, should be dealt with as directed. On the 24th of April, 1908, the Assistant Paymaster-General issued two authorities to the present defendants for the lodgment or transfer by the plaintiff to the account of the Paymaster-General, on behalf of the Supreme Court of Judicature, of the said £49,998 Consols and £397 Bank of England stock, and the plaintiff's solicitors thereupon applied to the defendants to act upon the two authorities. The defendants' solicitors replied, referring to the charging orders of the 13th of July and 10th of August, 1894, and stating that the Chief Clerk of the Writ Department at the Law Courts held the opinion that charging orders absolute constituted a restraint upon the Bank of England from permitting dealings with stock, and had also stated that it was the practice of his department to refuse to issue distringas notices in aid of charging orders absolute. In the circumstances, the defendants refused to allow any dealings with the stock in question until there had been a judicial decision as to their liabilities. Thereupon the plaintiff brought this action against the defendants claiming by his writ a declaration that the plaintiff, notwithstanding the charging order dated the 10th of August, 1894, was entitled to transfer the said Consols and stock into court to the credit of the said action, and that the defendants should be ordered to take or concur with the plaintiff in taking all necessary and proper steps to effect the transfer. Section 14 of the Act 1 & 2 Vict. c. 110, enables charging orders to be made in favour of judgment creditors against stocks, funds and shares standing in the name of the judgment debtor, or in the name of any person in trust for him, and by 3 & 4 Vict. c. 82, s. 1, the provisions of the above section 14 are extended to the interests in possession, reversion, or remainder, and whether vested or contingent of any judgment debtor in such stocks, funds, and shares and the dividends thereof. Section 15 of the Statute 1 & 2 Vict. c. 110, enacts that charging orders are to be made in the first instance *ex parte*, and without notice to the judgment debtor, and are to be orders to show cause only, and that such orders shall restrain the Bank of England from permitting a transfer of Government stocks affected by the order, "in the meantime and until such order shall be made absolute or discharged, with a similar restraint, in like manner, upon public companies in the case of stock or shares in such companies, and that if after notice of such order to the person or persons to be restrained thereby . . . and before the same order shall be discharged or made absolute, such . . . person or persons shall permit any such transfer to be made, then and in such case the . . . person or persons so permitting such transfer shall be liable to the judgment creditor for the value or amount of the property so charged and so transferred, or such part thereof as may be sufficient to satisfy such judgment." Motion, treated by consent as trial of the action. In the course of argument reference was made to *Churchill v. Bank of England* (11 M. & W. 323).

JOYCE, J., said that the question whether the defendants were bound to permit the transfer notwithstanding the charging order absolute was not arguable. The judgment creditor and his personal representatives had only an equitable interest in the Consols and Bank stock; the legal property was in the plaintiff, who could compel the Bank to transfer. The judgment creditors could give notice of the charging order to the trustee, and so protect themselves. In the case now before the court, the court was not concerned with the interest or right acquired by Mr. Hood Barrs' representatives under the charging order, which did not alter the nature of their right. There was no necessity for Mr. Hood Barrs' executors to be parties to this action, nor was there any reason preventing the executors issuing a distringas notice on the Bank after the charging order was made absolute. The learned judge made an order in the terms of the notice of motion that, notwithstanding the charging order, the defendants should take all necessary and proper steps for the purpose of enabling the plaintiff to transfer the said Consols and Bank stock to the credit of the action: *Re Unwin's Settlement, Adam v. Winterbotham*.—COUNSEL, Norton, K.C., and MacSweeney; Hughes, K.C., and Howard Wright. SOLICITORS, Riddale & Son; Freshfields.

[Reported by A. S. OFFÉ, Barrister-at-Law.]

#### Re THE INSTITUTE OF MEDICAL SCIENCES, LONDON UNIVERSITY. Joyce, J. 1st and 18th July.

**WILL—CHARITABLE GIFT—CONDITIONAL LEGACY—NON-FULFILMENT OF CONDITION—CY PRES DOCTRINE.**

A. B., by his will, gave a legacy of £25,000 to a projected institute for the advancement of medical science. The scheme was abandoned before the institute was established.

Held, that the legacy was conditional upon the carrying out of the purpose of the scheme, and in the absence of anything shewing a general intent in the will to contribute the money to any charitable purpose



other than the particular object, the legacy failed altogether, and could not be applied *cy pres*.

In 1902 the University of London projected a scheme for an institute of elementary and intermediate education in medical science. The late Mr. Beit in his lifetime contributed and promised considerable sums in support of the scheme, and by his will, dated April, 1905, gave the following legacy: "I give £25,000 to the Institute of Medical Sciences Fund, University of London." Owing to the inadequate response by the public to the appeal of the promoters, and the adverse attitude of the medical faculty towards the scheme, it was ultimately abandoned, and the subscriptions were returned to the donors. The Attorney-General now contended that the legacy was charitable, and that, the object having failed, the money should be applied *cy pres* upon a charitable scheme.

JOYCE, J., said that in the year 1902 or 1903 a scheme was proposed by the University of London for establishing an institute of medical sciences. An appeal was made to the public for pecuniary support, and considerable sums were promised, some of them being paid to the treasurers of the fund to carry out the project. The fund was called the "Institute of Medical Sciences Fund, University of London." The testator subscribed to the fund, and by his will, made in April, 1905, bequeathed a legacy in these terms: "I give £25,000 to the Institute of Medical Sciences Fund, University of London." In time, and before the institute could be established, various difficulties arose, and it was ultimately decided, quite properly, that, owing to the lack of adequate financial support, the scheme for the institute had proved abortive. Apart from the money difficulty, the scheme had become impracticable because the medical faculty, which had formerly reported in its favour, had now reported against it. Several of the medical schools had changed their opinion, and some had made arrangements at a considerable cost in their own schools for the advancement of elementary and intermediate medical study. The scheme was consequently abandoned. Further, the university made no claim to the money or to the fulfilment of promises by subscribers, and it was decided that all subscriptions already paid should be returned to the donors, including the personal representatives of deceased donors. As to the return of subscriptions no serious question could be raised, but as to Mr. Beit's legacy, it was said on behalf of the Attorney-General that the money had been definitely devoted to charitable purposes, and should be applied *cy pres* upon failure of the object. His lordship could not accede to this suggestion. There was not a single word in the will to shew a general charitable intention or any intention to contribute to anything but the particular scheme of the proposed institute. *Chamberlayne v. Brocket* (L. R. 8 Ch. 206) shewed that a fund might be given or bequeathed conditionally to charity, and if that condition were not performed, there was no dedication to charity. The bequest of the legacy in question to the Institute of Medical Sciences Fund was not a final application to charity. Its application to charitable purposes was contingent and dependent upon the scheme being carried out. It was not a final dedication to charitable purposes any more than the contributions of the living donors had been, and a person who contributed to a scheme which could not be carried out was entitled to a return of the money as a matter of course. Here there was a condition which could not be fulfilled. The legacy failed altogether, and must be repaid to the executors.—COUNSEL, Sir W. Robson, A.G., and Sargent; R. F. Norton, K.C., and Knowles Corrie; Levett, K.C., and W. M. Spence; Howard Wright. SOLICITORS, The Solicitor for the Treasury; Freshfields; Hollams, Sons, Coward, & Hawkesley; Russell, Cooke, & Co.

[Reported by A. E. OPPÉ, Barrister-at-Law.]

**GREAT WESTERN RAILWAY CO. v. CARPALLA UNITED CHINA CLAY CO.** Eve, J. 14th July.

RAILWAY—PURCHASE OF LAND—MINERALS—CHINA CLAY—RAILWAY CLAUSES CONSOLIDATION ACT, 1845 (8 & 9 VICT. C. 20), SS. 77, 78.

China clay is a "mineral" excepted out of the conveyance to a railway company under section 77 of the Railway Clauses Consolidation Act, 1845.

This was an action for an injunction to restrain the defendants from working china clay under or near the plaintiffs' railway. In the year 1896 the plaintiff company became the owners of the undertaking, railway, and works of the Cornwall Minerals Railway Co. The latter railway was constructed in part across some two and a half acres of land in Cornwall acquired for the purposes of the railway from a predecessor in title of the defendant Lord Clifden, and conveyed to the railway company in 1891. The purchase-money was £336, and the conveyance contained no reference to china clay or minerals. The rights of the parties therefore as to minerals were regulated by section 77 of the Railway Clauses Consolidation Act, 1845, which provides that in conveyances to railway companies minerals shall be excepted. The defendant company had for some years, under a licence from Lord Clifden, been working china clay by surface or open workings in land immediately adjoining the land sold to the railway. In April, 1907, Lord Clifden and the defendant company served upon the plaintiff company notices, under section 78 of the Act, of their intention to work the china clay under the railway and in the adjoining land within the distance of 40 yards from the railway. The plaintiffs did not express their willingness to pay compensation under section 79, and commenced this action for an injunction. The claim to this relief was founded on the assertion that china clay was not a mineral, but

was part of the land purchased by the railway company. The issue, therefore, was whether china clay is a mineral.

EVE, J., after stating the facts and reviewing the evidence, said: I am not really called upon to decide between the conflicting views of scientific men as to the exact category in which this china clay should be included to secure that accuracy of expression at which science is always aiming. What I have to determine is whether the substance is a mineral within the meaning of the Act of Parliament. Having heard all the evidence and arguments addressed to me, I cannot entertain any doubt as to its being such a mineral. It is found in intimate combination with elements which go to make up the subsoil of the district, and it owes its origin to the decomposition in past ages of constituent parts of that subsoil; but in its present condition occurring sparsely and sporadically, and always under an overburden of a character distinctive from the rock in which it is found, it cannot, I think, with any justice be regarded as constituting the land soil. It is a sedentary deposit, occupying the space formerly occupied by the felspars. It can only be abstracted by the disintegration of that wherein it is deposited, and when so abstracted it is a thing which, to use the words of Buckley, J., "has a value of its own apart from the soil in which it is found." It is not, in my opinion, the soil itself. Whatever be the true scientific definition of a mineral, I cannot bring myself to hold that a substance universally regarded as a mineral before the Act and for more than sixty years afterwards ought now to be treated as not falling within the substances referred to in the Act as minerals. Under the circumstances, therefore, I do not consider the facts of this case bring it within *Glasgow (Provost) v. Farris* (13 App. Cas. 657) and *Great Western Railway v. Blades* (1901, 2 Ch. 624); and holding, as I do, that china clay is a mineral within the meaning of the Act, I must dismiss the action with costs.—COUNSEL, Cripps, K.C., Lawrence, K.C., Howard Wright, and Colefax; Astbury, K.C., and Lummoore; Sir R. Finlay, K.C., Upjohn, K.C., and Christopher James. SOLICITORS, R. R. Nelson; Coode, Kingdon, & Co., for Shilson, Coode, & Co., St. Austell; Walker, Martineau, & Co.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

**COPE v. CROSSINGHAM.** Eve, J. 17th July.

TRADE UNION—JURISDICTION—RIGHT TO SUE—FUNDS BELONGING TO BRANCH—SECESSION OF BRANCH—TRADE UNION ACT, 1871 (34 & 35 VICT. C. 31), S. 4, SUB-SECTION 3.

A trade union has sufficient interest in the funds of one of its branches to enable it to sue the trustees of the branch in respect of a threatened misapplication of those funds, even though the branch has seceded from the union. But an action by the head trustees for the payment to them of the funds of a seceding branch is within section 4 of the Trade Union Act, 1871, and cannot therefore be maintained. *Yorkshire Miners Association v. Howden* (1905, A. C. 256) applied.

This was an action to restrain a branch of a trade union from dealing with its funds otherwise than in accordance with the rules. The Municipal Employees' Association was established in 1894, and was registered under the Trade Union Act, 1871. The Woolwich branch was established in 1901. In 1907 the association had occasion to suspend their general secretary, named Taylor, from his duties. The members of the branch took the view that Taylor had been unjustly treated, and at a meeting of the members a resolution was carried that unless Taylor was reinstated as general secretary the branch would secede from the union, and would distribute their funds amongst the members of the branch. Taylor was not reinstated as secretary, and consequently the resolution became effective. Thereupon the plaintiffs, as head trustees of the union, brought this action against the defendants as trustees of the branch claiming a declaration that the resolution was *ultra vires*, and for an injunction restraining the defendants from distributing the fund or dealing with it otherwise than in accordance with the rules. They also claimed by amendment an order for payment of the fund to the head trustees. The defendants contended that the fund belonged to the members of the branch, and that the action would not lie, being within section 4 of the Trade Union Act, 1871.

EVE, J., after stating the facts, said under those circumstances it was necessary to consider what relief the plaintiffs were entitled to. The action was based on an allegation that the defendants were about to deal with the fund not in accordance with the rules of the union. If the authorities on the point stopped short of the case of *Yorkshire Miners Association v. Howden* (1905, A. C. 256) I should have held that the present action was within section 4 of the Trade Union Act, 1871. But having regard to that decision, I must hold that this action can be maintained. Then it was said that the fund belongs to the members of the branch and not to the union. But the rules shewed that the union was largely interested in the property of its branches, and the head trustees had a sufficient interest in the fund to maintain this action. I hold, therefore, that a distribution among the members would be *ultra vires*, and I make a declaration to that effect. This is not a case in which an injunction ought to be granted, but I give liberty to apply in case of a threatened misapplication of the fund. If I were to make an order for payment to the head trustees I should be doing something not sanctioned by *Yorkshire Miners Association v. Howden*. I make a declaration with liberty to apply, and there stop, and I make no order as to costs.—COUNSEL, H. S. Preston; Jessel, K.C., and J. D. A. Johnson. SOLICITORS, F. A. S. Stern; C. V. Whitegreave.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

## Solicitors' Cases.

*Re HIRST & CAPES (SOLICITORS).* H.L. 6th and 14th July.

**COSTS—TAXATION—PARTY CHARGEABLE AND PARTY LIABLE TO PAY—PRINCIPLE OF THIRD PARTY TAXATION—SPECIAL CIRCUMSTANCES—SOLICITORS ACT (6 & 7 VICT. C. 73), ss. 38, 41.**

An agreement by a third party to pay costs due to a solicitor from his client is not a bar to the right of the third party to apply for the taxation of the solicitor's bill under section 38 of the Solicitors Act, 1843. The paying of such a bill after notice for taxation has been given behind the back of the third party is a "special circumstance" giving a right to taxation, as a special circumstance is not confined to pressure, overcharge, or fraud, but includes any circumstance of an exceptional nature which the judge in the exercise of his judicial discretion may consider sufficient to justify such taxation.

*Re Norman* (1886, 16 Q. B. D. 673) and *Re Longbottom* (1904, 2 Ch. 153) affirmed.

The appellants in this case were Messrs. Hirst & Capes, solicitors, practising at Harrogate, and Miss Emma Elsworth, and the respondents were A. W. Fox, Bernal Bagshawe, and Francis Barber. Messrs. Hirst & Capes had acted as solicitors for Miss Elsworth in an action which that lady brought against the present respondents as the executors of Samson Fox, deceased. That action was compromised, and the executors agreed to pay the plaintiff's costs as between solicitor and client, including certain specific matters. The executors then asked that the bill of costs should be delivered by Messrs. Hirst & Capes, in order that they might judge whether it was their duty as executors to have it taxed. This was not done, and Miss Elsworth paid her solicitors the amount of the bill and threatened proceedings against the executors to recover the money so paid. There had meantime been negotiations with a view to agree an order for taxation of costs, but no order had been made. The solicitors then obtained a copy of the bill and took out an originating summons under the Solicitors Act, 1843, s. 38, to have the bill taxed. This was resisted on two grounds—first, that the bill had been paid, and the client would, therefore, have no right to taxation except in special circumstances, and no such circumstances existed; and the third party equally had no right to tax for the same reason; secondly, that as it appeared from the affidavit filed in support of the originating summons that the third party disputed liability to the client in respect of some of the items comprised in the bill, the bill could not be referred to taxation. *Re Massey* (34 Beav. 463, 34 L. J. Ch. 492) was relied on. On the summons coming before Master Bonnor he upheld both these contentions by the solicitors, and an appeal to Ridley, J., was dismissed. The third party then appealed to the Court of Appeal (Vaughan Williams, Farwell, and Kennedy, L.J.J.), and they reversed the decisions below, holding (1) that there were special circumstances which entitled the third parties to taxation—if they were entitled to it under the statute at all—namely, because the bill had been paid behind their backs, the solicitors having notice that they desired to tax; and (2) that the case was clearly within section 38 of the Act of 1843, as decided by the court in *Re Longbottom* (1904, 2 Ch. 153), and also in accordance with the recognized practice as certified by the taxing masters. [The proceedings in the Court of Appeal are reported 1908, 1 K. B. 922.] The solicitors appealed.

Lord LOREBURN, C., in moving that the appeal should be dismissed, said he deplored the waste of time caused by arguing a question of practice which, however interesting it might be to solicitors, could be of no importance at all to the lay parties concerned. He stated that for reasons which Lord Macnaghten would give he was of opinion that the case was within section 38 of the Act of 1843, and that in this respect the decision of the Court of Appeal was right and ought to be affirmed. He could not, however, agree that Miss Elsworth should have been ordered to pay the costs of the appeal. Those, he thought, should have been paid by Messrs. Hirst & Capes, and that part of the order should be rescinded, and with respect to the appeal to this House, the appellants' solicitors must pay both their own costs and those of the respondents, and no part of such costs were to be charged to Miss Elsworth.

Lord ASHBOURNE concurred.

Lord MACNAGHTEN, in agreeing, said that the bill which was sought to be taxed had been identified by the solicitors as being the bill which the respondents were liable to pay to the third party, and that being so, it was clearly within section 38. He could not agree with the new practice which had sprung up, as stated by the Court of Appeal, in regard to third party taxation. But that point did not now arise for decision, and he must not be understood to express any opinion upon it one way or the other. He also observed that the remarks of Farwell L.J., with regard to the principle to be applied to the taxation itself were in his view *obiter*, and ought not to bind the taxing master or preclude Miss Elsworth from questioning the taxing master's decision in regard to them.—COUNSEL, C. A. Russell, K.C., and A. H. Poyser; Danckwerts, K.C., and J. A. Compston. SOLICITORS, W. Stubbs, for Hirst & Capes, Harrogate; Corbin, Greener, & Cook, for Barber & Blackburn, Harrogate.

[Reported by ESKINE REID, Barrister-at-Law.]

*H. v. O. H., THIRD PARTY.* Channell, J. 7th July.

**TORTFEASORS—SATISFACTION FROM ONE JOINT TORTFEASOR—ACTION BARRED AGAINST THE OTHER.**

Where satisfaction has been obtained from one of two joint tortfeasors, no action lies against the other.

*Cocke v. Jennor* (1615, Hobart's Reports 66) followed.

In this case a question of law was set down to be tried as to whether the plaintiff was debarred from prosecuting her action against the defendant, Mr. O., by reason of an agreement which she had made by way of compromise with the third party, Mr. H., the defendant's former partner. Mr. O. and Mr. H. were solicitors, and from a time prior to 1903 to 1906 were partners, dissolving partnership in the last-mentioned year. In 1903 the plaintiff consulted Mr. H. with reference to certain litigation—two actions—the one against L., the other against R. Throughout the conduct of her business the plaintiff always saw Mr. H.; she never saw Mr. O. Mr. H. advised the plaintiff to discontinue her actions; but she left the firm, and proceeding with her action against Mr. R., in which she claimed £1,000 damages, obtained a verdict for £25. The plaintiff subsequently brought an action against Mr. H. for negligence in advising her to drop the action she had won. Mr. H. had a claim for costs against the plaintiff, and by an agreement, dated the 6th of March, 1906, between the plaintiff, of the one part, and Mr. H. of the other part, the plaintiff, on receiving the sum of £95, agreed to discontinue her action against Mr. H., and this settlement was "in full satisfaction and discharge of all claims and disputes between the parties." In this action the plaintiff sued Mr. O. for "negligence and conspiracy." It appeared that the cause of action alleged was the same as that in the action against Mr. H. The defendant contended that the plaintiff's claim was barred by the settlement with his partner. On the assumption that the firm had committed a tort, the release of one of the partners released all. *Brinsmead v. Harrison* (1872, L. R. 7 C. P. 547) and *Re E. W. A. (A Debtor)* (1901, 2 K. B. 642) were cited. In answer to Channell, J., the plaintiff said that her grievance against Mr. O. was merely that which she had against him as the partner of Mr. H.

CHANNELL, J.—The cause of action here alleged is against one of two tortfeasors in respect of a joint tort. That being so, the decision in the case of *Cocke v. Jennor* (1615, Hobart's Reports 66) is exactly in point. There the whole point was that there was satisfaction. Here £95 had been accepted as sufficient compensation for the negligence alleged. At any rate, the fact that that was the law was assumed in *Brinsmead v. Harrison* (*supra*), where the question was whether the law that where satisfaction had been obtained from one of several joint tortfeasors, no action lay against the others, extended to the case where judgment was obtained against one of the tortfeasors and remained unsatisfied. And it was held that it did so extend. In this case there was satisfaction, and the agreement with Mr. H. was an answer to the action against Mr. O.—The plaintiff appeared in person. COUNSEL, Rowlands and H. A. McCardie; P. M. Francke and H. L. Cancellor. SOLICITORS, Trower, Still, Parkin, & Freeling; Hammond & Richards.

[Reported by C. G. MORAN, Barrister-at-Law.]

*Re GRAHAM & WIGLEY.* Joyce, J. 17th July.

**SOLICITOR AND CLIENT—TAXATION OF COSTS—COMMON ORDER TO TAX OBTAINED BY SOLICITORS—MOTION TO DISCHARGE ORDER—TIME—MASTER'S AUTHORITY TO DECIDE QUESTION OF RETAINER UPON TAXATION—PRACTICE.**

Certain clients applied for and obtained an extension of time to carry in a bill under a common order to tax costs which had been obtained by the solicitors, and allowed nearly two months to elapse after service of the order. They then moved to discharge the order on the ground that there was no retainer.

Motion refused. A taxing-master has authority to decide the question of retainer in such case upon taxation.

On the 16th of March, 1908, Messrs. Graham & Wigley delivered identical bills of costs to a limited company and two directors. On the 28th of April the solicitors obtained a common form order for taxation against the company and the directors. Copies of the order were served on the 11th and 14th of May. On the 10th of June the solicitors for the company and the two directors obtained an extension of time, and on the 12th of June one of the bills was lodged, and the taxing-master sent notice of taxation for the 8th of July. On the 7th of July the company and the two directors gave notice of motion to Messrs. Graham & Wigley to discharge the order for taxation, on the ground that there was no retainer by any of the applicants, or, if there was a retainer, it was by the company, and not by either of the two directors. Upon hearing counsel for the respondents Messrs. Graham & Wigley admitted, without prejudice to other proceedings, that there was no retainer by the directors personally, but submitted that the motion was out of time, and that the question of retainer might have been dealt with by the taxing-master. He referred to *Re Hilliard* (35 SOLICITORS' JOURNAL, 698) and *Re Tibbits* (30 W. R. 177).

JOYCE, J.—I should hesitate to do or refuse anything on this application which would prevent the applicants from disputing the retainer; but even if I dismiss the motion the applicants could raise the question of retainer upon taxation. It is clear upon the authorities that the question can be dealt with by the master when the bills are brought in. This motion, if made at all, should have been made long ago. It has been made after the solicitors for the applicants obtained an extension of time to bring in their bills. Mr. Goodman very reasonably submitted to let the order be varied as against the two directors. I therefore refuse to discharge the order. [The order made was: By consent, discharge the order as against the two directors without prejudice to any claim by action or otherwise against



them personally, and order the applicants to pay half the costs of the motion.]—COUNSEL, *Hughes, K.C.* and *E. Ford*; *S. C. N. Goodman*. SOLICITORS, *Beyfus & Beyfus*; *H. A. Graham & Wigley*.

[Reported by A. S. ORRÉ, Barrister-at-Law.]

## Societies.

### The Wakefield Incorporated Law Society.

The annual meeting of members was held on Thursday, the 26th March, 1908. Present: Mr. Charlesworth (president) in the chair, Messrs. H. Beaumont, Briggs, Chalker, Coles, Cocke, Greenhalgh, Leatham, Plews, Jones, G. W. L. Fernandes, Haworth, Horne, Kingswell, Smith, Stewart, Sugden, Townend, and Greaves (hon. secretary).

The notice convening the meeting was taken as read. The report of the committee was read by the secretary. The treasurer's accounts were presented. The chairman read his address.

Proposed by Mr. Plews, seconded by Mr. Horne, and resolved: "That the report of the committee and the treasurer's accounts be accepted, and that the same and the president's address be printed and circulated amongst the members."

Proposed by the President, seconded by Mr. Chalker, and resolved: "That for the current year the treasurer do pay out of the funds of this society to the Law Society the subscription of each member of this society, so as to qualify him as a member of the Law Society."

Proposed by Mr. Chalker, seconded by Mr. Plews, and resolved: "That for the current year this society's subscription to the Yorkshire Board of Legal Studies be £10 10s."

An amendment, proposed by the President, seconded by Mr. Kingswell, that the subscription be £5 5s. instead of £10 10s., was put to the meeting and declared not carried.

Proposed by Mr. Plews, seconded by Mr. Horne, and resolved: "That for the current year this society's subscription, £4 4s., to the Yorkshire Union of Law Societies be paid."

Proposed by the President, seconded by Mr. Leatham, and resolved: "That Mr. Basil Shaw Briggs be elected president for the current year."

Proposed by the President, seconded by Mr. Townend, and resolved: "That Messrs. Haworth and Sugden be elected vice-presidents for the current year."

Proposed by Mr. Briggs, seconded by Mr. Horne, and resolved: "That Mr. Greenhalgh be re-elected honorary treasurer for the current year."

Proposed by Mr. Beaumont, seconded by Mr. Horne, and resolved: "That Mr. A. E. Greaves be re-elected honorary secretary for the current year."

Proposed by Mr. Smith, seconded by the President, and resolved: "That Mr. Kingswell be re-elected honorary librarian for the current year."

Proposed by Mr. Haworth, seconded by Mr. Townend, and resolved: "That Messrs. Atter and Close be elected auditors for the current year."

The following were then elected members of the committee, namely:—Messrs. H. Beaumont, Charlesworth, Cooke, Chalker, Plews, Leatham, and Townend.

Proposed by the President, seconded by Mr. Townend, and resolved: "That Messrs. Haworth and Gerald Beaumont be re-elected the representatives of this society on the Council of the Yorkshire Board of Legal Studies."

Proposed by Mr. Townend, seconded by Mr. Horne, and resolved: "That Messrs. Plews and Chalker be re-elected the representatives of this society on the Yorkshire Union of Law Societies for the current year."

Proposed by the President, seconded by Mr. Beaumont, and resolved: "That the attention of the members of this society be called to the communications addressed to them by the Incorporated Law Society of England and Wales on the subject of Solicitors' Practice and Account Keeping. That each member of the society be urgently recommended to either (a) forthwith open and afterwards keep a clients' account into which all clients' moneys shall be paid immediately after receipt, and or, (b) have his accounts audited yearly (at least) by an independent professional accountant; and that each member be invited to inform the secretary within three calendar months from the present time as to whether he will adopt either or both of the above suggestions."

Proposed by Mr. Townend, seconded by Mr. Kingswell, and resolved: "That this society subscribe the sum of £1 1s. to the fund now being raised for presentation of a portrait of the Right Honourable John Lloyd-George to be hung in the Law Society's Hall."

Proposed by Mr. Leatham, seconded by Mr. Fernandes, and resolved: "That the recognised Christmas holidays this year be the 25th, 26th, and 28th of December."

Proposed by Mr. Leatham, seconded by Mr. Plews, and resolved: "That a hearty vote of thanks be given to the president for his services during two years of office."

The following are extracts from the report of the committee:

**Members.**—The number of ordinary members for the year 1907 was 54. One, Mr. Thomas Burton, has died, and two, Mr. John Routledge and Mr. Henry Lawrence Underwood, have resigned. Two new members have been elected, namely: Mr. Wilfred Burton and Mr.

John Pelham Blanchard Maitland. The roll now numbers 53 as follows:—Wakefield, 48; Pontefract, 1; Castleford, 2; Hemsworth, 1; York, 1; total, 53.

**Obituary.**—Your committee regret to have to record the death of Mr. Charles Skidmore, the stipendiary magistrate for the City of Bradford, and an honorary member of this society. Mr. Skidmore at all times took a very keen interest in the welfare of the society and the profession generally. His generous gift of a silver snuff box to the society will not be forgotten by the members, and his genial presence at the future festive gatherings of the society will be much missed. Your committee also regret to have to record the death of Mr. Thomas Burton, one of the oldest members of the society.

**Conditions of Sale.**—Your committee have considered a communication from the Yorkshire Union of Law Societies, and have decided to support the suggestion that uniform conditions of sale be adopted by the various societies for the whole of Yorkshire.

**Encroachments on the Profession.**—Your committee regret to note signs of various encroachments on the privileges of members of the profession. It is strongly suspected that certain clerks have been in the habit of making wills without their principal's knowledge, and instances have occurred where auctioneers have advertised sales of real estate and advertised for claims under statute without the name of any solicitor appearing. Moreover, it is becoming a practice for some surveyors, engineers, and architects to prepare leases and other legal documents. Your committee trust every member will use his utmost endeavours to prevent such practices gaining ground. Any instance coming to the knowledge of a member should be communicated to the hon. secretary as soon as possible.

**Incorporated Law Society Council Election.**—Mr. Herbert Beaumont, a member and past president of this society, was one of the candidates nominated for election on the Council of the Incorporated Law Society. A large amount of support was given to him and your committee hope that during the present year a successful effort will be made to secure Mr. Beaumont's election.

## Law Students' Journal.

### The Law Society.

#### HONOURS EXAMINATION.—JUNE, 1908.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:—

##### FIRST CLASS.

REGINALD ARTHUR NEWTON, who served his clerkship with Mr. Arthur John Edward Newton, of London.

##### SECOND CLASS.

[In alphabetical order.]

Philip Edward Broadley Fooks, B.A. (Oxon.), who served his clerkship with Mr. Edward John Fooks, of the firm of Messrs. Fooks, Chadwick, Arnold, & Chadwick, of London.

Hughes Douglas Peregrine Francis, B.A. (Oxon.), who served his clerkship with Mr. Thomas Smith Curtis, of the firm of Messrs. Collyer-Bristow & Co., of London.

Randolph Hatton Gee, LL.B. (Manchester), who served his clerkship with Mr. Harold Jevons and Mr. Arthur Smith, both of Wigan.

Herbert Kelham, who served his clerkship with Mr. William Hodgson, of the firm of Messrs. Holden, Sons, & Hodgson, of Kingston-upon-Hull.

Leonard Mager, B.A., LL.B. (Camb.), who served his clerkship with Mr. H. G. Harwood, of the firm of Messrs. Stephenson, Harwood, & Co., of London.

Norman Ramsay Murray, B.A. (Oxon.), who served his clerkship with Mr. Frederick Graham Jones, of London.

Isaac Geoffrey Batten Perry, B.A. (Oxon.), who served his clerkship with Mr. T. W. Bischoff, of the firm of Messrs. Bischoff & Co., of London.

Vivian Arthur Smith, who served his clerkship with Mr. Frank Dawes, of the firm of Messrs. Bircham & Co., of London.

Gerald William Springthorpe, who served his clerkship with Mr. Walter Holcroft, of Birmingham.

John Norman Taylor, B.A., LL.B. (Camb.), who served his clerkship with Mr. F. E. F. Barham, of the firm of Messrs. Sharpe, Pritchard, & Co., of London.

Cyril Turner, who served his clerkship with Mr. James Turner, of London.

Leopold Shilson Whitehorn, who served his clerkship with Mr. William Lampet Whitehorn, of Banbury.

##### THIRD CLASS.

[In alphabetical order.]

Harry Edward Adderley, who served his clerkship with Mr. Francis Joseph Jackson, of Belper.

Gilbert Barrett, who served his clerkship with Mr. William Laurence Chew, of the firm of Messrs. W. C. Chew & Sons, of Manchester.

Herbert Montague Blackwell, who served his clerkship with Mr. J. Walker Tyacke, of Helston; and Messrs. Collyer-Bristow & Co., of London.

Reginald Charles Davies, who served his clerkship with Mr. James Porter, of the firm of Messrs. Porter, Amphlett, & Jones, of Conway; and Messrs. Sharpe, Pritchard, & Co., of London.

Albert Henry Dawes, who served his clerkship with Mr. Charles Frederick Brinkley Alvis, of London.

Edmund Campbell Dunn, who served his clerkship with Mr. W. A. E. Stamp, of Honiton; and Messrs. Foyer & Co., of London.

Robert Gwynne, who served his clerkship with Mr. Richard Augustine Clarke, of Wellington, Shropshire.

Dudley Hugo Heynes, who served his clerkship with Messrs. Rorke & Jackson, of Nottingham.

Francis William Eland Hobson, LL.B. (Camb.), who served his clerkship with Mr. E. W. Bennett, of Worthing; and Messrs. Waller & Co., of London.

Harold Robert Hudleston, who served his clerkship with Mr. P. W. P. Carlyon-Britton, of the firm of Messrs. Upton & Britton, of London.

Harold Heywood Jackson, LL.M. (Liverpool), who served his clerkship with Mr. James Wilson, of Wigan.

Hung Hing Kam, who served his clerkship with Messrs. Ullithorne, Currey, & Co., of London.

Arthur Gorbett Lunt, who served his clerkship with Mr. Arthur John Coleridge Mackarness, of Petersfield.

John Arthur Marston, B.A. (Oxon.), who served his clerkship with Mr. Robert Marston, of Ludlow; and Messrs. Chester, Broome, & Griffiths, of London.

John William Moore, who served his clerkship with Mr. J. Alexander Aldred, of London.

Francis Edwin Moulst, who served his clerkship with Mr. Reginald William Sale, of Derby.

Leonard Farmer Paris, who served his clerkship with Messrs. Paris, Smith, & Randall, of Southampton; and Messrs. Lovell, Son, & Pitfield, of London.

William Henry George Raley, who served his clerkship with Mr. W. E. Raley, of Barnsley.

Robert Shirley Shuckburgh, B.A. (Camb.), who served his clerkship with Mr. George H. Radford, of London.

Edward Robert Stevens, who served his clerkship with Mr. T. W. Stevens, of the firm of Messrs. Savery & Stevens, of London.

Charles Gordon Thomas, who served his clerkship with Mr. Edgar Robson Tanner, of the firm of Messrs. Tanner & Clarke, of Bristol; Mr. A. B. Sanders, of London.

James Harold Wadsworth, who served his clerkship with Mr. T. H. Morgan, of the firm of Messrs. T. H. Morgan & Co., of Colwyn Bay.

Claude Whately, B.A. (Oxon.), who served his clerkship with Mr. A. T. Whately, of London.

Reginald Arthur Wilson, who served his clerkship with Mr. John Edward Dale, of Leeds.

The Council of the Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Newton—the Clement's-inn prize, value about £10; the Daniel Reardon prize, value about twenty guineas; and the John Mackrell prize, value about £12.

The Council have given class certificates to the candidates in the second and third classes.

One hundred and forty-nine candidates gave notice for the examination.

By order of the Council.

E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, London,  
17th of July, 1908.

#### PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination, held on the 1st and 2nd of July, 1908:—

Allistone Alfred Barron Willmott	Harris, Harry
Biggs, John Henry	Harrison, James Fraser
Boardman, John Hopwood	Hayes, Bernard Damian Joseph
Bryson, John Conway	Hillman, Gerald Edward
Buckle, William Dover Way	Hodgson, George
Castle, Malcolm Arthur	Hooper, Albert Charles
Cholmeley, Hugh Valentine	Howlett, Kenneth Francis
Coleman, John Edward Miller	Hutchinson, Hanley
Cooper, William Gordon	Idris, John Hugh Williams
Cule, Ivor Morgan	Jennings, Robert
Davies, Edward Smith Thomas	Kew, Charles Hubert Shaw
Davies, Fairfax Llewellyn	King, Charles Francis
Dickinson, Ralph Percy Ferdinand	Lawson, Arthur
Dillon, Malcolm Alexander Meldon	Lazarus, Bernard Arthur Montague
Duke, Clement Bernard	Ledbrook, William Haines
Edmundson, Charles Robert Eubank	Lenton, Edward Searby
Ellis, Frederick Robbins	Lenton, Frank Donald
Evans, Thomas Forcer	Lincoln, Hugh
Fawcett, Geoffrey	Lingard, Claude Frank
Fletcher, Leonard Egmont	Lister, John Clifford
Francis, William Richard	Lloyd, Alfred Hugh
Gallaway, Leslie Kemplay	Locke, John Wadham Marjoribank
Gane, Irving Blanchard	Courtenay
Goldman, Joseph Wolfe	Low, Stuart
Gough, Alban	Mahon, Brian MacMahon
Greenwood, Joseph James Gledhill	Marley, Reginald William
Greer, James Wallace	Matthews, Cyril Vincent
Hanson, Thomas Reginald	Miles, William Vernon
Hargreave, James Barnard	Mole, Gerald Chamberlain

Morant, Miles

Morgan, John Walter Rees

Morris, Archibald John

Morris, Ellis

Mountford, George Burleigh

Mulock, Edward Ross

Mycock, Charles

Newington, John

Nocton, William Anderson

Parry, Charles Owain St. John

Perkins, William Jackson

Perks, Graham

Renshaw, Cyril Laurence

Robinson, Stanley Francis William

Sargent, Charles Albert

Sharp, Aubrey Temple

No. of candidates ... 131

Passed ... 89

By order of the Council,

E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, the 17th of July, 1908.

## Legal News.

### Appointments.

MESSRS. M. J. BLAKE, R. CAMPBELL, E. CHITTY, H. B. EDGE, P. STRICKLAND, P. TINDAL-ROBERTSON, and W. F. WESTER, barristers-at-law, have been re-appointed Revising Barristers for Middlesex and London north of the Thames.

MR. ARTHUR E. T. HINCHCLIFFE, LL.B., of the firm of Armitage, Sykes, & Hinchcliffe, solicitors, Huddersfield, has been appointed a Perpetual Commissioner for Taking Acknowledgments of Married Women. Mr. Hinchcliffe was admitted in 1893.

### Changes in Businesses.

MR. W. J. COUSINS, solicitor and notary public, Greek-street-chambers, Park-row, Leeds, and Mr. E. FLETCHER, solicitor, 4, Albion-place, Leeds, and Otley and Ilkley (solicitor to the Ilkley Urban District Council), have amalgamated their practices, and will practice together at Greek-street-chambers, Leeds, and at Otley and Ilkley, as W. J. Cousins & Fletcher.

### Dissolutions.

SYDNEY JAMES ELLIS and HERBERT JAMES CECIL SUMPTER, solicitors (Camp & Ellis), Watford. Jan. 17.

EDWARD JOSEPH MOERAN and JAMES REGINALD WILKINSON, solicitors (Moeran & Wilkinson), 77, Chancery-lane, London. July 17. Such business will be carried on in the future by the said Edward Joseph Moeran. [Gazette, July 21.

### Information Required.

CHRISTIAN CHARLES JACOBSEN, of Weybread Hall, Harleston, Esquire, deceased.—Any person holding or having any information as to any Testamentary Disposition by the above-named gentleman is requested to communicate with the undersigned solicitors for the next-of-kin forthwith. Hazard & Pratt, Harleston, Norfolk, 15th July, 1908.

### General.

It is announced that Mr. Justice A. T. Lawrence has fixed Monday next and following days for the next sittings of the Railway and Canal Commission Court. There are seven cases entered for hearing.

It is stated that, in consequence of the number of cases entered, the Court of Criminal Appeal will sit on Wednesday, Thursday, and Friday in next week, and that it is expected that a Court will sit about the middle of August, another in the middle of September, and one at the end of that month.

There is now, says the new issue of the *Law Quarterly Review*, a regular series of reports of cases determined in the Supreme Court of Hong Kong, of which two volumes (1905-1907) have been published. They appear to have an official character, but in the copy we have seen there is no title-page or imprint, nor is the reporter named.

The Registrar of the Bloomsbury County Court sat on Monday, says the *Evening Standard*, for the first time, in the new court which has been built adjoining the old one in Great Portland-street. Unfortunately, the building operations, which have extended over eleven months, have had a disastrous effect upon the fig tree which has been a feature of the Bloomsbury County Court, at which Judge Bacon has dispensed justice for so many years.

The plans of Sir Henry Tanner's designs for the proposed additions to the Law Courts show, says the *Globe*, that a bridge, carried by an arcade of three bays, will connect the four intended new courts with the court level of the main building. These arches will span the lower landing, where the public steps occur, forming the approach to the level of Carey-street. The present footpath from the gateway in



Clement's Inn passage will be diverted by making it skirt the west and south fronts of the new premises, but the right of way will not be interfered with. The southern part of the gardens will not be interfered with at present.

"Oh, don't apologise," said Mr. Justice Eve, as reported by a writer in the *Globe*, to a witness who kept the court waiting for ten minutes on Saturday morning. "It has only cost the country £1 a minute." Eight of Mr. Justice Eve's judicial brethren, who turned Saturday into a whole holiday, must be rather astonished at his estimate of the value of time in the courts. Their absence must, on Mr. Justice Eve's showing, have cost the country the respectable sum of £1,440. None of the Chancery judges are to be numbered among the absent eight. They are the only occupants of the Bench whose attendance at the Royal Courts of Justice on Saturday may now be relied upon.

The council of the International Law Association has accepted an invitation from the Budapest Bar Association, the Association of Hungarian Jurists, and the Budapest Lawyers' Club to hold its next conference in Budapest on Tuesday, September 22nd, and following days. Dr. Anton Günther, Royal Hungarian Minister of Justice, has consented to act as hon. president, and the Hon. Mr. Justice Phillimore (president of the Association) as president of the conference. The programme will include the following subjects, on which papers have already been promised:—International arbitration, double taxation, unification of the law of bills of exchange, cases of international private law in Egyptian mixed tribunals, jurisdiction in divorce, international regulation of road traffic, enforcement of arbitral decrees and judgments abroad, authentication of foreign law in court proceedings, comparison of English and Continental procedure, the conditions of service and legal position of seamen, international aspects of workmen's compensation, extradition treaties, the sale of goods in its international bearings, and territorial waters. Among those who will read papers are Lord Justice Kennedy, Dr. W. Evans Darby, Sir Thomas Barclay, and Mr. Ernest Todd.

The Earl of Lauderdale's claim to the office of Hereditary Standard Bearer for Scotland has, says the *Westminster Gazette*, been under consideration in the Law Courts for a number of years, and on Saturday it was finally decided in his favour at Edinburgh. His lordship is now entitled to carry the King's Standard into battle, if and when—as the lawyers say—his Majesty exercises the Royal prerogative and decides to lead his troops in person. Lord Lauderdale made his first claim to the office in 1903, after the Standard had been borne at his Majesty's Coronation by Mr. Henry Wedderburn. Counsel for Mr. Wedderburn then pointed out an extraordinary position which would have arisen if the court were to grant an interdict against his client. A short time before the King had summoned Mr. Wedderburn, as Standard Bearer, to Holyrood. If he had been under an interdict, counsel supposed that then the Earl of Lauderdale would have him imprisoned for attending at Holyrood in breach of the interdict, whereas, if he disobeyed the King's command, his Majesty would be quite within his rights, when he got hold of the unfortunate Standard Bearer, to order his head to be cut off. The court roared with laughter, as well it might, at this extravagant plea.

In his charge to the grand jury at the Leeds Assizes on the 16th inst., says the *Times*, Mr. Justice Bigham remarked that it was said that the working of the Criminal Appeal Act so far has justified the change which it has made in the law. I venture to question this statement. No doubt there have been already many cases in which the court has granted to convicted prisoners leave to appeal, and no doubt in a few of those cases the appeal has been allowed. But I question whether in any one of the few successful appeals the same results would not have been obtainable under the old practice, and obtainable more speedily and at less cost. It was said before the Act of Parliament became law that the number of appeals would be few, and that the cost of working the Act would be small. Experience so far has shown us that both these forecasts were mistaken. There are, I believe, at this moment about 50 appeals waiting to be heard; and, when one remembers how easy a matter it is for a convicted man to ask for leave to appeal and how little risk he incurs in doing so, it is difficult to see why he should not in all cases make the application. He does it without any trouble to himself, and at the cost of the public. Remembering that in a twelvemonth about 10,000 persons are convicted of indictable offences and applying to that circumstance the short experience we have of the working of the Act, is it possible to say that appeals will be few? As to the cost of these appeals to the public, I do not think any reliable estimate can yet be made. But a cost of £100,000 per annum is, I am satisfied, well within the mark, and I have good authority for saying so. A shorthand note has now to be taken on the trial of every indictable offence; for the hearing of an appeal that note has to be transcribed, counsel have to be paid, the expenses of the new Court have to be met, and the cost of the time employed by the judges has to be taken into account. And this brings me to another consideration. Can the present bench of judges cope with the work? For years past there have been complaints of the arrears in the King's Bench Division. With at least three judges drawn away from the ordinary work of the division every week for one or two days to attend to the business of the Court of Criminal Appeal, how are the arrears of common law work to be kept under? It is, I think, obvious that Parliament, however loth it may be to do it, will be compelled to sanction the appointment of additional judges, unless, indeed, some steps are taken to limit the number of criminal appeals. . . . We may shortly expect the report of the Judicature Committee appointed about twelve months ago to consider what alteration in the constitution or practice of the courts of law

might be desirable. In this report I think suggestions will be found which, if carried out, will result in the saving of much judicial time and in expedition in disposing of the work of the courts generally.

## The Property Mart.

### Forthcoming Auction Sales

July 27.—Messrs. STIMSON & SONS, at the Mart, at 2: Freehold and Leasehold Ground-Rents (see advertisement, back page, July 18).  
July 28.—Messrs. HAMPTON & SONS, at the Mart: Important Freehold Shop (see advertisement, back page, July 11).  
July 29.—Mr. FREDERICK WARREN, at the Mart, at 2: Residences, Shops, &c. (see advertisement, page iii., this week).  
July 29.—Messrs. C. W. DAVIES & SON, at the Mart, at 1: Leasehold Ground-Rent (see advertisement, page iii., this week).  
July 29.—Mr. B. H. DONALDSON, at the Mart, at 2: Freehold Property (see advertisement, page iii., this week).  
July 31.—Messrs. COPE, at the Britannia Hotel, Sherburn: Freehold Properties and Ground-Rents (see advertisement, back page, July 4).  
July 31.—Messrs. CARTWRIGHT & ETCHE, at the Mart, at 2: Residences (see advertisement, page iii., this week).

### Result of Sale.

Mr. Wm. Houghton, at the Mart, on Monday last, sold Freeholds at Upper Clapton and Chingford for £19,300.

## Court Papers.

### Supreme Court of Judicature.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JOYCE.	Mr. Justice SWINFEN HADY.
Monday .. July 27	Mr Groswell	Mr Theed	Mr Goldschmidt	Mr Bloxam
Tuesday .. .. 28	Syngé	Tindal King	Church	Leach
Wednesday .. 29	Borror	Bloxam	Syngé	Farmer
Thursday .. 30	Tindal King	Leach	Theed	Borror
Friday .. .. 31	Bloxam	Farmer	Tindal King	Groswell

Date.	Mr. Justice WASHINGTON.	Mr. Justice NAVILL.	Mr. Justice PARKER.	Mr. Justice EVE.
Monday .. July 27	Mr Borror	Mr Syngé	Mr Beal	Mr Farmer
Tuesday .. .. 28	Groswell	Theed	Goldschmidt	Leach
Wednesday .. 29	Beal	Tindal King	Church	Groswell
Thursday .. 30	Goldschmidt	Bloxam	Syngé	Borror
Friday .. .. 31	Church	Leach	Theed	Goldschmidt

The Long Vacation will commence on Saturday, the 1st day of August, 1908, and terminate on Saturday, the 10th day of October, 1908, both days inclusive.

## Winding-up Notices.

*London Gazette*.—Friday, July 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARDOINIERES DU PAVILLON D'ANGERS, LIMITED.—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Hugh Lanebeer, 66, London Wall, liquidator.

E. and S. SYDNEY, LIMITED.—Creditors are required, on or before Aug 30, to send their names and addresses, and the particulars of their debts or claims, to Tom Donald, Salisbury House, London Wall, liquidator.

ENNA CO. (1900), LIMITED.—Creditors are required, on or before Aug. 22, to send their names and addresses, and the particulars of their debts or claims, to Henry Tufnell Campbell and Richard Lewis Hobbs, Broad at House, New Broad st. Greenip & Co, George st, Mansion House, solers to the liquidators.

ISLINGTON POWER, LIMITED (IN LIQUIDATION).—Creditors are required to send in full particulars of their debts or claims, before July 31, to H. E. Laker, 2, Regent st, liquidator.

LANCASHIRE ELECTRIC SUPPLY CO., LIMITED.—Creditors are required, on or before Aug 7, to send their names and addresses, and the particulars of their debts or claims, to John Collier, 4, Chapel walk, Manchester. Lawson & Co, Manchester, solers for the liquidator.

LONDON, PARIS AND AMERICAN BANK, LIMITED.—Creditors are required, on or before Sept 7, to send their names and addresses, and the particulars of their debts or claims, to Richard Harry Isaacson, 40, Threadneedle st. Hill & Co, Old Broad st, solers to the liquidator.

MELBURN BROTHERS, LIMITED.—Firm for winding up presented July 13, directed to be heard July 28. Longhurst, 7, Fenchurch bldgs, for Stratton & Son, Wolverhampton, solers for the petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 27.

MOYER DELIVERY CO., LIMITED.—Creditors are required, on or before Aug 24, to send their names and addresses, and particulars of their debts or claims, to C. W. Hevey, 1 and 2, 64 Winchester st. Dangerfield & Blythe, Craven st, Charing Cross, solers to the liquidator.

NORTHERN TRANSPORT, LIMITED.—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to F. Vernon Thomson, 32, 61 St Helen's, liquidator.

RALEIGH & SON, LIMITED.—Firm for the winding up, presented July 13, directed to be heard July 28. Neely, Coleman st. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 27.

THOMSON STEELWORKS, LIMITED.—Firm for winding up, presented July 14, directed to be heard July 28. Foulsham, 1, Fenchurch bldgs, solers for the petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 27.

TUBBS & CO., LIMITED.—Creditors are required, on or before July 31, to send their names and addresses, and particulars of their debts or claims, to Messrs Henry Hawkins, Charterhouse sq, liquidator.

VERBING WILLIAMS & DOUGLAS, LIMITED.—Firm for winding up, presented July 14, directed to be heard July 28. Biddle & Co, Aldermanbury, solers for petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 27.

WESTMINSTER STEELWORKS, LIMITED.—Firm for winding up, presented July 15, directed to be heard July 29. Biddle & Higgs, 29, Minning Ln, solers for the petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 27.

**WINDING UP (1906), LIMITED**—Petition for winding up, presented July 14, directed to be heard July 29. North, 3, Church st, Clement's in, solicitor for the petitioner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 27.

*London Gazette*.—TUESDAY, July 21.

#### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY.

**ABBOTTAKOON MILLING CO., LIMITED**—Creditors are required, on or before Sept 5, to send their names and addresses, and the particulars of their debts or claims, to Grosvener George Walker, 10, St Swithin's in, liquidator.

**BOURNEMOUTH AND DISTRICT MINERAL WATER SUPPLY ASSOCIATION, LIMITED**—Creditors are required, on or before Aug 14, to send their names and addresses, and the particulars of their debts or claims, to Frederick Arthur Parnaby, 48, Gresham st, liquidator.

**CENTRAL SERRIA, LIMITED**—Creditors are required, on or before Aug 13, to send their names and addresses, and the particulars of their debts or claims, to William Owen, 153, Dashwood House, New Broad st. Statham & Co, Chapel House, New Broad st, solicitors to the liquidator.

**CORNWALL ELECTRIC POWER SYNDICATE, LIMITED**—Creditors are required, on or before Aug 31, to send their names and addresses, and particulars of their debts or claims, to John Allen Stoneham, 88 and 90, Chapside, liquidator.

**DOWDNEY & CO., LIMITED**—Creditors are required, on or before Aug 14, to send their names and addresses, and the particulars of their debts or claims, to Frederick Arthur Parnaby, 48, Gresham st, liquidator.

**FRANK PEACH & CO., LIMITED (IN LIQUIDATION)**—Creditors are required, on or before Sept 8, to send their names and addresses, and the particulars of their debts or claims, to Albert William Wyon, 3, Fredericks pl, Old Jewry. Charles, Cophall av, solicitor to the liquidator.

**GRADUAL PAYMENT SYSTEM, LIMITED (IN LIQUIDATION)**—Creditors are required, on or before Sept 8, to send their names and addresses, and the particulars of their debts or claims, to Albert William Wyon, 3, Fredericks pl, Old Jewry. Charles, Cophall av, solicitor to the liquidator.

**IRVING GOLD MINES, LIMITED (IN LIQUIDATION)**—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to P J Warner, 253, Mansion House Chambers, Queen Victoria st, liquidator.

**NORTHERN EXPLORING SYNDICATE, LIMITED (IN LIQUIDATION)**—Creditors are required, on or before Sept 2, to send their names and addresses, and the particulars of their debts or claims, to Tom Dorland, Salisbury House, London Wall, liquidator.

**OOWANA SOAP AND CANDLE CO., LIMITED**—Creditors are required, on or before Sept 1, to send in their names and addresses, and particulars of their debts or claims, to R. Warner, 10, Welbrook, liquidator.

**PROSPERITY SYNDICATE, LIMITED (IN LIQUIDATION)**—Creditors are required, on or before Aug 18, to send their names and addresses, and the particulars of their debts or claims, to H. Garton Ash, 3, London Wall bldgs, liquidator.

**SERRIA CONSOLIDATED MINES, LIMITED (IN LIQUIDATION)**—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to R. Simpson, Broad st av, 10, Blomfield st, liquidator.

**UNITED AFRICAN SYNDICATE, LIMITED**—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to Harry Mosenthal, George Joseph Samuel Mosenthal, and William Mosenthal, Portland House, 72, Basinghall st. Hollams & Co, Mining in, solicitors for the liquidators.

## Creditors' Notices.

### Under Estates in Chancery.

#### LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, July 10.

**MATTHEWS, SAMUEL, Ellesmere, Salop** Aug 31 Done v Roberts and Others, Neville, J Payne, Shrewsbury

**SHEARLY, WILLIAM, Hastings** Aug 14 Shearly v Green and Others, Joyce, J Glenister, Hastings

*London Gazette*.—TUESDAY, July 14.

**STEVENS, ELLEN, West Croydon** Sept 1 Cubitt and Another v Cubitt and Others, Neville, J Yards & Co, Raymond bldgs, Gray's inn

**STEVENS, RICHARD, Portman mans, Baker** Sept 1 Cubitt and Another v Cubitt and Others, Neville, J Yards & Co, Raymond bldgs, Gray's inn

*London Gazette*.—FRIDAY, July 17.

**FULLER, HENRY, Southsea, Hants, Draper** Aug 31 Fuller v Fuller, Parker, J Mills, Chancery in

*London Gazette*.—TUESDAY, July 21.

**HUGHES, MERVYN HOWARD, Kenilworth st, Putney, Wood Broker** Sept 1 Ames v Hughes, Neville, J Sidgwick, Aldersbury

### Under 22 & 23 Vict. cap. 35.

#### LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, July 10.

**ASPEN, JOHN, Blackburn** Sept 1 Yates & Son, Blackburn

**BARFOOT, EDWARD, Grovenor rd, Pimlico** Aug 10 Yelland & Co, Vincent sq, Westminster

**BAKER, FREDERICK GEORGE, Hove** Aug 24 Woolley & Revis, Brighton

**BARRACLOUGH, ANN, Wilsey, Bradford** Aug 11 Francis Barracough, Wilsey Bank, Bradford

**BERRIDGE, ELIZA BANKART, Leicester** Aug 27 Wiggins, Mansfield

**BURDETT, MARY DOROTHY, Kainsbury Manor, Wilts** Aug 12 Corbould & Co, Henrietta st, Cavendish sq

**CALLENDER, WILLIAM ORMISTON, Bournemouth** Aug 31 Drake & Co, Road in

**CAENHOVE, ELIZABETH AGNES, Bracknell, Berks** Aug 13 Hadley & Dain, Arundel st, Strand

**CORDEY, MARY ANN, Star in, Barking rd, Essex** Sept 1 East, Basinghall st

**CRABTREE, JAMES, Todmorden** Sept 15 Sutcliffe, Hebden Bridge

**DARTSHIRE, EDWARD, Ashton under Lyne, Lancs** Sept 5 Whitworth, Ashton under Lyne

**DOEL, EMMA, Trowbridge, Wilts** July 27 Mann and Rodway, Tonbridge, Wilts

**HALL, HELEN, Windsor rd, Ealing** Aug 11 Collyer-Bristow & Co, Bedford row

**HANSEN, ADA ELIZABETH KATHERINE, Buffalo, U.S.A.** Aug 11 Norris & Sons, Liverpool

**HARRIS, JOHN WILLIAM, South Woodford** July 31 Oliver & Nutt, Coleman st

**HARTLEY, JOHN, Sheffield** Aug 29 Wake & Sons, Sheffield

**HEALY, ADELAIDE SARAH, Gerard's Cross, Bucks** Aug 20 Nye & Co, Serjeants inn

**HEAP, LUCY, Kenavra, Coleraine, Ireland** Aug 14 Ponsonby & Carlile, Oldham

**HEATHCOTE, EVELYN DAWSON, Winchester** Aug 22 Warner & Kirby, Winchester

**HEATHCOTE, EMMET, Bridge avenue, Hammersmith** Actor Aug 9 E & J Mote, South sq, Gray's inn

**HEANE, JOSHUA, Whitechurch, Glam** Aug 14 Morris & Ede, Cardiff

**HINTON, SUSANNAH, Oldham** Aug 22 Gratton, Chesterfield

**HUGHES, JOHN, Redington, at Birmingham** Aug 8 Johnson & Co, Birmingham

**JOHNSON, JOSEPH WALSH, Attercliffe, Sheffield** Aug 22 Kesteven, Sheffield

**JOHNSON, SUSANNAH, Sheffield** Aug 22 Kesteven, Sheffield

**KAUFFMANN, ERNEST CHRISTIAN, Lima, Peru** Aug 25 Paines & Co, St Helena pl

**LAMBERT, LOUISA ELIZABETH, Clifton, Bristol** Sept 1 Benson & Co, Bristol

**LAWSON, JOHN, Middlesbrough** Aug 4 Thompson, Middlesbrough

**LYE, EDWARD JAMES, Weston super Mare** Aug 31 Baker & Co, Weston super Mare

**MOORE, HENRY, Congleton, Chester** July 25 Latham, Congleton

**MOORE, FRANCES, Congleton, Chester** July 25 Latham, Congleton

**PARKINSON, ISABELLA, Barnsley** Aug 24 Senior & Barnett, Wakefield

**PLUMMER, WILLIAM FITZGERALD, Norris st, Haymarket** Aug 29 Smiles & Co, Bedford row

**POLLARD, GEORGE, Heswall, Chester** Aug 15 Toulmin & Co, Liverpool

**RAT, ARABELLA, Southend on Sea** Aug 15 Peacock & Co, Field st, Gray's inn

**READ, ELIZA ANN, Brackley rd, Chiswick** Aug 8 Oliver & Lyall, Cornhill

**ROBINSON, WILLIAM CHERRY, Bournemouth** Aug 4 Ayrton & Co, Liverpool

**ROSON, WILLIAM, Harrogate** Aug 8 Stewart, Newcastle upon Tyne

**ST AUSTIN, Rev EDMUND, Babworth Rectory, nr Retford, Notts** Aug 8 Dawson & Co, New sq, Lincoln's inn

**SOUTH, MARY ANN, Alderwick ter, London rd, Hounslow** Sept 7 Peake, Clement's inn

**TARRY, EDWARD, Whilton, Northampton** Aug 3 W F & W Wolloughby, Daventry

**TRIPP, CLARET JOHN FRANCIS, Prebend gardens, Chiswick** Aug 12 Close & Co, Bloomsbury sq

**WADDE, JOSEPH, Halifax, Printing Machine Maker** Sept 1 Riley, Halifax

**WEBSTER, JAMES ALEXANDER, Asot Vale, Victoria** Aug 21 Sladen & Wing, Delahay st, Westminster

**WHITEHEAD, WILLIAM GOODWIN, Ashton on Ribbles** Aug 1 W & J Cooper, Preston

**WILKINSON, THOMAS, Darthall, Sheffield** Aug 12 Smith & Sons, Sheffield

**WILLET, SUSANNAH HICKELL, Exeter** Aug 10 Gould, Exeter

**WODHOUSE, ISABELLA MARY KATHERINE, Brighton** Aug 6 Frere & Co, Lincoln's inn fields

**WOOD, WILLIAM, Liverpool, Mercantile Clerk** Aug 21 Birkett, Liverpool

**WRIGHT, WILLIAM HENRY, Moreton st, Pimlico, Fishmonger** Aug 10 Yelland & Co, Vincent sq, Westminster

*London Gazette*.—TUESDAY, July 14.

**ACRES, HARRY, Nottingham, Butcher** Aug 14 Maples & McCraith, Nottingham

**ANDERSON, THOMAS WILSON, Fairfield, Liverpool** Aug 12 Lightbound & Co, Liverpool

**BEST, CICKLY, Westgate on Sea, Tailor** July 18 Saunders & Bessant, St Mildred's rd, Westgate on Sea

**BURROWS, ANN, Birkdale, Lancs** Aug 16 Mawdsley & Hadfield, Southport

**CARTER, THOMAS JAMES, Margate, Builder** Aug 15 Hills & Shea, Margate

**DEERE, CHARLES HENRY, Moline Rock Island, Illinois, U.S.A., Plough Manufacturer** Aug 14 Hewitt & Co, Leadenhall st

**DOWLING, SUSAN BEACROFT, Darford** Aug 31 Chancellor & Ridley, Darford

**DUCE, THOMAS RAWLING, Sheffield, Commercial Traveller** Aug 10 Smith & Co, Sheffield

**DUNSTAN, MARY COADE, Helston, Cornwall** Aug 18 Tyacke, Helston, Cornwall

**EASTLAND, MARIA, Cross Keys, Norfolk** Aug 10 Ward, King's Lynn, Norfolk

**EYRE, ROBERT, Cresswell, Derby** Sept 29 Alderson & Co, Sheffield

**FERRY, JOHN ALFRED, Edgbaston, Birmingham** Aug 14 Gately & Son, Birmingham

**FINEY, GEORGE, Reading** Aug 20 Weedon & Payne, Reading

**FRITH, LUKE, Sheffield, Licensed Victualler** Aug 10 Vickers & Co, Sheffield

**GRESHAMITE, JOHN WATSON, Halifax, Drysalter** Aug 1 Moore & Shepherd, Halifax

**HOWARD, FRANK OLIVER, Sheffield** Aug 22 Fernell, Sheffield

**HUNTER, ISABELLA, Kirkwhelpington, Northumberland** July 15 Bainbridge, Morpeth

**JOHNSON, EDWARD, Oldham** Aug 8 Watson, Oldham

**JONES, DAVID, Pwllheli, Carnarvon, Gent's Outfitter** July 20 Houghton-Davies, Pwllheli

**JONES, WILLIAM, Gwastadanas, Beddgelert, Carnarvon, Farmer** Aug 18 Jones & Jones, Portmadoc

**KHERRST, WOLDEMAR OEHME, Chislehurst** Aug 21 Mowll & Mowll, Dover

**MILNER, JAMES STAPTON Mallet, Somerset** Sept 1 Nalder, Shepton Mallet

**MOUCHE, LOUIS GUSTAVE, 144delegh mans, Westminster** Aug 18 De Vesian & Co, Old Jewry

**MORLEY, ANNE, Sutton on the Hill, Derby** Aug 12 Parr & Butlin, Nottingham

**PORTER, GEORGE NATHANIEL, Wellesley rd, Ilford, Builder** Sept 17 Jaques & Co, Ely pl

**PORTER, MARY ANN, Wellesley rd, Ilford** Sept 17 Jaques & Co, Ely pl

**RHODES, BEN, West Ardsley, nr Wakefield** Aug 12 Asquith, Wakefield

**RODGERS, WILFRED FLOCKTON, Sheffield, Manufacturer** Aug 23 Branson & Son, Sheffield

**SANDS, GEORGE, Tunbridge Wells** Aug 8 Buss, Tunbridge Wells

**SIMMONS, SARAH ANNE, St Leonard's on Sea, Sussex** Aug 15 Baxter & Co, Victoria st

**SOUTHALL, ISABEL, Cradley, nr Malvern** Sept 1 Johnson & Co, Birmingham

**SPICKHALL, GEORGE HENRY, Leeds, Iron Turner** Aug 1 H T & W Pullen, Leeds

**TIBBS, CHARLES, Tunbridge Wells** Aug 8 Buss, Tunbridge Wells

**TILLY, GEORGE REYNOLDS, Redruth, Cornwall, Mining Engineer** Aug 21 Jenkin, Redruth

**TILLY, LOUISA PHILLIPS, Redruth** Aug 21 Jenkin, Redruth

**WARD, JOHN, Blackburn, Brushmaker** Aug 18 Yates & Son, Blackburn

**WASTWARY, FRANCIS, Nottingham** Aug 15 J & A Bright, Nottingham

**WATLEY, DANIEL, Arncliffe, Leeds** Sept 1 Bowling & Sons, Leeds

**WILDERIDGE, JAMES, St Leonard's on Sea, Sussex** Aug 24 Simpson & Co, Moorgate st

**WOODRUFF, MARY AMELIA, Northenden, Chester** Aug 14 Scott, Manchester

**WRIGHT, PETER, Edgbaston, Birmingham** Aug 25 Ryland & Co, Birmingham

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**BARRACLOUGH, WILLIAM, Shelf, Halifax** Aug 17 Farrar & Co, Bradford

**BESSETT, CHARLES RICHARD, Chatham, Timber Merchant** Aug 18 Stephens, Chatham

**BROWNE, EDWARD WILLIAM, Philbeach gdns, Earl's Court, Insurance Manager** Aug 8 Sladen & Wing, Delahay st

**BULMER, JOHN WHITEHEAD, Hereford** Aug 15 Lambe & Co, Hereford

**BURROUGH, SUSAN, Collyford, Devon** Aug 22 Every & Phillips, Honiton, Devon

**WALBY, DANIEL, Coddington, Yorks** Aug 18 Leak & Co, Hull

**DEAKIN, JOHN, Wormhill, nr Duxton** Aug 29 Heath & Co, Manchester

**ELLIOT, MARGARET ROY, Clun, Frankston, Victoria** Aug 27 Sladen & Wing, Delahay st

**EVANS, WILLIAM ALEXANDER, Littleborough, Lancs** Aug 19 Heywood & Co, Manchester

**EVENS, WILLIAM JAMES, Devonport, Insurance Agent** Sept 14 Gill, Devonport

**ETKIN, CATHERINE GEORGINA MARIA, Bowick, Worcester** Sept 1 Hemming, Worcester

**FARRELL, DANIEL, Bath, Marine Store Dealer** Aug 17 Kinnaird & Co, Swindon

**GARDINER, JOHN, Cambridge, Hotel Proprietor** Aug 1 Rogers & Russell, Newmarket

**GIFFORD, WILLIAM, Titchmarsh, Northampton, Farmer** Aug 7 Hannynbun & Sons, Thrapston, Northants

**GRAHAM, SARAH, Wolverhampton** Aug 15 Jones, Wednesbury

**HALL, ALFRED, Stratford, Lancs** Aug 29 Heath & Sons, Manchester

**HARTLEY, ADELAIDE, Clifton, Bristol** Sept 1 Benson & Co, Bristol

**HOWDEN, DAVID ALEXANDER, Leadenhall st, Ship Broker** Sept 1 Parker & Co, St Michael's Rectory, Cornhill

**HUNTER, ISABELLA, Kirkwhelpington, Northumberland** July 15 Bainbridge, Morpeth

**MITCHELL, EDWARD JAMES, St James's st, Buckingham** Aug 20 Hilder & Co, Jersey st, St James

**JACKSON, ALICE ELIZABETH, Cottingham, Yorks** Aug 9 Shackles & Co, Hull



JEFFERIES, FREDERICK, Southern Hill, Reading Aug 31 Weedon & Payne, Reading  
 KEDDIE, EMILIE AVERT, Bognor, Journalist Aug 31 Evans & Co, Theobalds rd, Bedford row  
 LE MARCHANT, EMILY, Ryde, Isle of Wight Sep 10 Ratcliffe, Ryde, Isle of Wight  
 MCARTHY, CARON PHILIP JAMES, Ilkeston, Derby Barber, Nottingham  
 MACKENZIE, DUNCAN, Shanklin, Isle of Wight Aug 29 Pollard, Cancon at  
 MORTON, AMY, Queen's Club gate, Plymouth Aug 17 Sydenham, Plymouth  
 O'CONNOR, BREDIA, Birkdale, Lancs Aug 15 Nicholson & Pomerton, Liverpool  
 PARRY, THOMAS, Westgate, Bradford, Hoar Aug 17 Farrar & Co, Bradford  
 RUTHERFORD, JAMES BUCKLEY, Lingfield, Surrey Aug 14 Ward & Co, Gracechurch st  
 SHELTON, JAMES, Princes Risborough, Bucks Aug 20 Horwood & James, Aylesbury  
 SIMPSON, BARBARA, Hutton, Yorks Aug 20 Maughan, Middleham, Yorks  
 SMOOK, MORIS, Cross st, Barnes July 31 Bate, High st, Barnes  
 SWIFT, ROBERT GERRARD, Bahia, Brazil, Merchant Aug 15 Newman, Southampton st, Bloomsbury sq

THORNTON, MARY, Bath Aug 15 Woodcock & Sons, Haslingden, Lancs  
 TIDSWELL, JOHN, Morley, Yorks, Oil Extractors Aug 10 Broxley & Son, Bailey  
 TOTTELL, MARY, Heavitree, Devon Aug 15 Friend & Tabet, Exeter  
 TREWILL, WILLIAM MURRAY, Bideford, Devon Aug 24 Bazeley & Co, Bideford  
 VINCENT, JANE RACHEL, Sydenham Aug 8 Cordwell, Old Serpents' inn, Chancery in  
 WALKER, WILLIAM HENRY, Sheffield, Weighing Machine Maker Aug 26 Gould & Co, Colne, Sheffield  
 WALMSLEY, BENJAMIN, Skipton, Yorks July 13 Brown & Co, Skipton  
 WARMINGTON, MARY ELIZABETH, Wallington Aug 20 Woolley, Clement's inn, Strand  
 WILKINSON, JAMES, Birkdale nr Southport Aug 20 Heath & Sons, Manchester  
 WILKINSON, JOHN, Bankfoot, Bradford, Licensed Victualler Aug 17 Farrar & Co, Bradford  
 WILKINSON, JOSEPHINE, Bankfoot, Bradford Aug 17 Farrar & Co, Bradford  
 WILLIAMS, HOWELL BENNETT, Hereford, Chemist Aug 15 Lamb & Co, Hereford  
 WILLIAMS, WILLIAM JAMES, Manchester Aug 17 Hopkin, Derby

## Bankruptcy Notices.

London Gazette.—FRIDAY, July 17.

### RECEIVING ORDERS.

ALLEN, THOMAS ELLIOTT, Trenglos, Egloskerry, Cornwall, Pig Dealer Plymouth Pet July 14 Ord July 14  
 BEBBINGTON, FREDERICK, Salisbury rd, Wimbledon, Finsdaler High Court Pet June 15 Ord July 14  
 BENNETT, JOHN COLIN, Regent st, High Court Pet May 14 Ord July 13  
 BETTRIDGE, WALLACE, and ROBERT HARVEY BETTRIDGE, Francis st, Chelsea, Engineers High Court Pet July 14 Ord July 14  
 BOOTH, MARRIE HENRY, Conisborough, Yorks Macclesfield Pet June 27 Ord July 14  
 BRAY, HARRY, Montserrat rd, Putney, Surveyor High Court Pet April 30 Ord July 14  
 BROUGHTON, WILLIAM EDWARD, Burnley, Hairdresser Burnley Pet July 14 Ord July 14  
 BURLING, CHARLES, Sackville st, Piccadilly, Company Director High Court Pet May 27 Ord July 14  
 CLARKE, EDWARD, Nether Heage, Derby, Farmer Derby Pet June 30 Ord July 13  
 DEAN, FREDERICK, Bournemouth, Bootmaker Poole Pet July 13 Ord July 13  
 DE BELIN, ADRIAN GERALDINE, Bognor Brighton Pet June 27 Ord July 13  
 DOBBS, GEORGE BARRETT, Shenfield, Essex, Mantle Manufacturer's Assistant Chelmsford Pet July 14 Ord July 14  
 DORMER, ROLAND JOHN Lord (Baron DORMER), Queensberry pl, Queen's Gate, Fear of the Realm High Court Pet July 13 Ord July 13  
 FOWNES, HELEN, Hampton Court, Licensed Victualler Kingston, Surrey Pet July 14 Ord July 14  
 GOLDFINGER, EDWARD, Anerley, Surrey, Butcher Croydon Pet June 17 Ord July 14  
 HEWITT, SYDNEY ARTHUR, Swanmore, Bishops Waltham Southampton, Poultry Dealer Southampton Pet July 13 Ord July 13  
 HILL, FRANK EDWIN, Hove, Sussex Brighton Pet July 15 Ord July 15  
 HUGHES, JOHN, Shop Newydd, Carregonen, Bodorgan, Anglesey, Grocer Bangor Pet July 15 Ord July 15  
 HUSE, AXEL THOROLD, North Shields, Timber Merchant Newcastle on Tyne Pet June 26 Ord July 13  
 KENT, FREDERICK WILLIAM, Troedyrhiw, Collier, Merthyr Tydfil Pet July 15 Ord July 15  
 LEWIS, MORGAN, Penyrgrig, Ystalyfera, Builder Neath and Aberavon Pet July 13 Ord July 13  
 MCKIE, WILLIAM ALEXANDER, Tilthead, Wilts, Trainer Bath Pet June 30 Ord July 13  
 MARTIN-HERTZ, WILLIAM, Queen Victoria st, Journalist High Court Pet July 13 Ord July 13  
 MEANLEY, ERNEST FREDMAN, Pucklechurch, Glos Bristol Pet June 27 Ord July 13  
 MENNER, WILLIAM HENRY, Kingswood av, Queen's Park, Kilburn, Solicitor High Court Pet June 13 Ord July 15  
 MORTON, W. J. P., Guernsey gr, Herne Hill, Publisher High Court Pet April 13 Ord July 15  
 MORTON, GEORGE, Stone Cross, Sandwich, Kent, Golf Club Maker's Assistant Canterbury Pet July 15 Ord July 15  
 MUTO, JOSEPH ROBERT, Hoxley, Surrey, Laundry Proprietor Croydon Pet Oct 15 Ord July 14  
 NICHOLLS and JAMES, Whyteleafe, Upper Caterham, Surrey, Builders Croydon Pet June 2 Ord July 15  
 NORTHOTT, ARTHUR JOHN, Penyrgrig, Glam, Plumber Pontypridd Pet July 13 Ord July 13  
 PATER, JOHN JAMES, Luton, Straw Hat Manufacturer Luton Pet July 13 Ord July 13  
 PLENNY, WILLIAM ALEXANDER WYLLIS, Dover, Furniture Salesman Canterbury Pet July 13 Ord July 13  
 PODEWAY, JOHN HERBERT, Birmingham, Spirit Dealer Birmingham Pet June 16 Ord July 13  
 POTTINGER, FREDERICK WILLIAM, Hyson Green, Notts, Labourer Nottingham Pet July 13 Ord July 13  
 RIDAL, EDWIN, and ALBERT WINCOTT, Sheffield, Builders Sheffield Pet July 15 Ord July 15  
 ROBINSON, ALFRED, Wombwell, nr Barnsley, Colliery Dealer Barnsley Pet July 14 Ord July 14  
 ROBINSON, JOSEPH HENRY, Wednesbury, Staffs, School Teacher, Wallall Pet July 13 Ord July 13  
 ROGERS, WILLIAM NICHOLAS, St Agnes, Cornwall, Farmer Turo Pet July 15 Ord July 15  
 SAUNDERS, LEWIS, Ferndale rd, Hrixton, Watchmaker High Court Pet July 13 Ord July 13  
 SCHOFIELD, JOHN, Hastings, Coal Merchant Winchester Pet July 13 Ord July 13  
 SEWHERD, OSADIAN, Morecambe, Lancs Preston Pet June 30 Ord July 15  
 SIMMONS, GEORGE, Kennington Park rd, Frailer High Court Pet July 15 Ord July 15  
 SMITH, JAMES MITCHELL, Westborough, Dewsbury, Tailor Dewsbury Pet July 14 Ord July 14  
 SOLLAN, BARNETT, Middlesbrough, Boot Repairer Middlesbrough Pet July 15 Ord July 15  
 SOLOMONS, MARK, and SOLOMON HOLLANDER, Houndsditch, Fancy Goods Warehousemen High Court Pet July 15 Ord July 15

STAFENHILLER, MARC, Onaburg at High Court Pet June 28 Ord July 13  
 STEPHENS, THOMAS, Neath, Glam, Farmer Neath Pet June 22 Ord July 14  
 TIERNEY, HARRY HERBERT, Vant rd, Tooting, Butcher's Manager Wandsworth Pet July 15 Ord July 15  
 TUCKER, THOMAS HENRY, Luddenden Foot, Yorks, Painter Halifax Pet July 14 Ord July 14  
 TURNER, NORMAN SYDNEY ASHMORE, Hill Top, West Bromwich, Butcher West Bromwich Pet July 13 Ord July 13  
 WAGSTAFF, ARTHUR, Ipswich, Fish Merchant Ipswich Pet July 13 Ord July 13  
 WAITE, THOMAS, Kilderslee, Staffs, Plumber Hanley Pet July 14 Ord July 14  
 WATMOUGH, JOHN WILLIAM, Great Grimaby, Fish Curer Great Grimaby Pet June 30 Ord July 11  
 WICKHAM, EDWARD PETERS, Shalden, Teignmouth Norwich Pet May 9 Ord July 14  
 WILLIAMS, THOMAS FOWLER, Penycroft, Port Talbot, Glam, Tin Worker Neath Pet July 13 Ord July 13  
 WOOLFORD, HARRY, Walton, nr Wakefield, Coal Merchant Wakefield Pet July 14 Ord July 14  
 WORLEY, JAMES, Darwen, Lancs, Farmer Blackburn Pet July 13 Ord July 13  
 WORTHY, ERNEST ASHVER, Derby Farmer Derby Pet July 14 Ord July 14

Amended Notice substituted for that published in the London Gazette of June 2:  
 NAIRES, CHARLES STUART, Amerland rd, Wandsworth, Shipping Agent Wandsworth Pet May 11 Ord May 11

Amended Notice substituted for that published in the London Gazette of July 14:  
 SICHEL, MAX, Wolverhampton, Wine Merchant Wolverhampton Pet June 18 Ord July 10

### FIRST MEETINGS.

ANDREWS, GEORGE BARTER, Ivybridge, Devon, Builder July 25 at 12 B. Buckland ter, Plymouth  
 BAKER, EMMA, Cheltenham, Dressmaker July 25 at 3.45 County Courts bldgs, Cheltenham  
 BANNISTER, JAMES, Burnley, Egg Dealer July 25 at 11 Off Rec. 13, Winkley at Preston  
 BARBER, FREDERICK, Clifton, Beds, Pork Butcher July 25 at 10.30 Shireham, Bedford  
 BOSLEY, JAMES, Old Cleve, Somerset, Farmer July 25 at 11.30, Hammett st, Taunton  
 BEBBINGTON, FREDERICK, Salisbury rd, Wimbledon, Financier July 30 at 11 Bankruptcy bldgs, Carey st  
 BENNETT, JOHN COLIN, Regent st July 31 at 11 Bankruptcy bldgs, Carey st  
 BETTRIDGE, WALLACE, and ROBERT HARVEY BETTRIDGE, Francis st, Chelsea, Smiths July 30 at 12 Bankruptcy bldgs, Carey st  
 BOOTH, ROBERT, Stockport, Antique Furniture Dealer July 28 at 3.15 Off Rec. Castle chmbrs, 6, Vernon st, Stockport  
 BRAY, HARRY, Montserrat rd, Putney, Surveyor July 28 at 1 Bankruptcy bldgs, Carey st  
 BRITTON, FREDERICK, Bedford row, Builder July 27 at 1 Bankruptcy bldgs, Carey st  
 BROOKE, THOMAS, Osselt, Yorks, Grocer July 27 at 11 Off Rec. Bank chmbrs, Corporation st, Dewsbury  
 BURLING, CHARLES, Sackville st, Piccadilly, Company Director July 31 at 12 Bankruptcy bldgs, Carey st  
 CLAY, JAMES, Burnham, Staffs, Lodger July 29 at 12 Off Rec. King st, Newcastle, Staffs  
 CROSSLAND, THOMAS, Wakefield July 27 at 11 Off Rec. 6, Bond ter, Wakefield  
 DEAN, FREDERICK, Bournemouth, Bootmaker July 25 at 10.30 Midland Bank chmbrs, High st, Southampton  
 DE BELIN, ADRIAN GERALDINE, Bognor Aug 13 at 10.30 Off Rec. 4, Pavilion bldgs, Brighton  
 DORMER, ROLAND JOHN Lord (Baron DORMER), Queensberry pl, Queen's Gate, Fear of the Realm July 28 at 12 Bankruptcy bldgs, Carey st  
 DOCKHOUSE, CHARLES, Smethwick, Staffs, Heating Engineer July 28 at 11.30 191, Corporation st, Birmingham  
 FARHART, F. B. Bernard st, Guildford at July 28 at 11 Bankruptcy bldgs, Carey st  
 FEWSTER, FRANK, Cotingham, Yorks, Grocer July 25 at 11 Off Rec. York City Bank chmbrs, Lowgate, Hull  
 FLETCHER, SAMUEL HUNT, Over Lane, nr Bolper, Surrey July 25 at 11.30 Off Rec. 47, Full st, Derby  
 FOULKES, HENRY CRESSWELL, Finbury pavement House, Builder July 27 at 11 Bankruptcy bldgs, Carey st  
 GARDNER, RICHARD PALRY, Mitcham July 27 at 12 Bankruptcy bldgs, Carey st  
 GRAHAM, JOHN HARPER, Gosforth, Northumberland, Wine Merchant July 28 at 12 County Court, Westgate rd, Newcastle on Tyne  
 GROWCOTT, BERIAN, Chelmsford, Fancy Goods Dealer July 27 at 12 14, Bedford row  
 HALL, COLLINSON, Chobham, Surrey July 27 at 12.30 Bankruptcy bldgs, Carey st  
 HAMSHER, GEORGE FREDERICK, Warwick, Coal Merchant July 27 at 12 Off Rec. 8, High st, Coventry

HARDING, HERBERT JOHN, Belvoir, Bideford, Devon, Builder July 25 at 3 94, High st, Barnstaple  
 HEWITT, SYDNEY ARTHUR, Swanmore, Bishops Waltham, Southampton, Poultry Dealer July 25 at 11.30 Midland Bank chmbrs, High st, Southampton  
 HUNT, FRANCIS JOSEPH, Winders, Derby, Licensed Victualler July 25 at 11 Off Rec. 47, Full st, Derby  
 KENT, FREDERICK WILLIAM, Troedyrhiw, Merthyr Tydfil, Collier July 27 at 12.30 Off Rec. County Court, Town hall, Merthyr Tydfil  
 LOVEGROVE, CHARLES, Hounslow, Coal Merchant July 27 at 3 14, Bedford row  
 MARTIN-HERTZ, WILLIAM, Queen Victoria st, Journalist July 28 at 3.30 Bankruptcy bldgs, Carey st  
 NORTHOTT, ARTHUR JOHN, Penyrgrig, Glam, Plumber July 25 at 11 Off Rec. Post Office chmbrs, Pontypridd  
 POLLING, WINFRED CECIL LANGLEY, Dean rd, Crickwood July 27 at 12 Bankruptcy bldgs, Carey st  
 SAUNDERS, LEWIS, Ferndale rd, Hrixton, Watchmaker July 29 at 12 Bankruptcy bldgs, Carey st  
 SCHOFIELD, JOHN, Hastings, Coal Merchant July 25 at 11 Midland Bank chmbrs, High st, Southampton  
 SMITH, WILLIAM, Newport, Mon, Grocer July 28 at 12 Off Rec. 144, Commercial st, Newport, Mon  
 STAFENHILLER, MARC, Onaburg at July 27 at 1 Bankruptcy bldgs, Carey st  
 STEPHENS, THOMAS, Neath, Glam, Farmer July 28 at 12 Off Rec. 31, Alexandra rd, Swansea  
 THOMAS, BENJAMIN, Glanammann, Carmarthen, Collier July 25 at 11 Off Rec. 4, Queen st, Carmarthen  
 TUCKER, THOMAS HENRY, Luddenden Foot, Yorks, Painter July 25 at 10.45 County Court House, Prescott st, Halifax  
 UNDERHILL, F. Langley Green, Staffs, Grocer July 27 at 11.30 191, Corporation st, Birmingham  
 WILSON, CHARLES, Smethwick, Staffs, Galvanized Iron Manufacturer July 27 at 12 191, Corporation st, Birmingham  
 WILLIAMS, THOMAS FOWLER, Penycroft, Port Talbot, Glam, Tin Worker July 28 at 10.45 Off Rec. 31, Alexandra rd, Swansea  
 WOOLFORD, HARRY, Walton, nr Wakefield, Coal Merchant July 27 at 11.30 Off Rec. 6, Bond ter, Wakefield  
 WRAGO, HENRY, Rugby, Cycle Maker July 27 at 11.30 Off Rec. 8, High st, Coventry

### ADJUDICATIONS.

ALLEN, THOMAS ELLIOTT, Trenglos, Egloskerry, Cornwall Pig Dealer Plymouth Pet July 14 Ord July 14  
 ALLENDER, CHARLES HENRY, Aldwych mansions, Aldwych, Salesman High Court Pet June 5 Ord July 15  
 BARRETT, ALFRED WILLIAM, Clement's inn, Strand, Author High Court Pet Jan 18 Ord July 15  
 BENNETT, ROBERT ALEXANDER, Smithfield, Meat Salesman's Assistant High Court Pet June 12 Ord July 13  
 BROUGHTON, WILLIAM EDWARD, Burnley, Hairdresser Burnley Pet July 14 Ord July 14  
 CLARKE, EDWARD, Nether Heage, Derby, Farmer Derby Pet June 30 Ord July 13  
 DEAN, FREDERICK, Bournemouth, Bootmaker Poole Pet July 13 Ord July 13  
 DOBBS, GEORGE BARRETT, Shenfield, Essex, Mantle Manufacturer's Assistant Chelmsford Pet July 14 Ord July 14  
 DORMER, THOMAS ALBERT, Berenston, Cheshire, Retail Butcher Birkenhead Pet June 17 Ord July 15  
 DORMER, ROLAND JOHN, Lord (Baron DORMER), Queensberry pl, Queen's Gate, Fear of the Realm High Court Pet July 13 Ord July 13  
 GOWING, ALBERT EDWARD, Sparrows Herne, Bushay, Herts, Baker St Albans Pet May 25 Ord July 13  
 GWTHER, HENRY, Abargeny, Mon, Bootmaker Tredegar Pet July 7 Ord July 13  
 HEWITT, SYDNEY ARTHUR, Swanmore, Bishops Waltham, Southampton, Poultry Dealer Southampton Pet July 13 Ord July 13  
 HILL, FRANK EDWIN, Hove, Sussex Brighton Pet July 15 Ord July 15  
 HUGHES, JOHN, Shop Newydd, Carregonen, Bodorgan, Anglesey, Grocer Bangor Pet July 15 Ord July 15  
 KENT, FREDERICK WILLIAM, Troedyrhiw, Merthyr Tydfil, Collier Merthyr Tydfil Pet July 15 Ord July 15  
 LEWIS, MORGAN, Penyrgrig, Ystalyfera, Builder Neath Pet July 13 Ord July 13  
 MICHOLINI, EDWARD, Wickford, Essex, Furniture Manufacturer High Court Pet May 10 Ord July 15  
 MORTON, GEORGE, Stone Cross, Sandwich, Kent, Golf Club Maker's Assistant Canterbury Pet July 15 Ord July 15  
 NORTHOTT, ARTHUR JOHN, Penyrgrig, Glam, Plumber Pontypridd Pet July 13 Ord July 13  
 PATER, JAMES WILLIAM, Wyke Regis, Dorset, Newsagent Dorchester Pet July 9 Ord July 13  
 PLENNY, WILLIAM ALEXANDER WYLLIS, Dover, Furniture Salesman Canterbury Pet July 13 Ord July 13  
 POTTINGER, FREDERICK WILLIAM, Hyson Green, Nottingham, Labourer Nottingham Pet July 13 Ord July 13  
 RIDAL, EDWIN, and ALBERT WINCOTT, Sheffield, Builders Sheffield Pet July 15 Ord July 15

ROBINSON, ALFRED, Wombwell, nr Barnsley, Colliery Dattaler Barnsley Pet July 14 Ord July 14  
 ROBINSON, JOSEPH HENRY, Wednesbury, School Teacher Walsall Pet July 13 Ord July 13  
 ROGERS, WILLIAM NICHOLAS, Wheel Prudence Farm, St Agnes, Cornwall, Farmer Truro Pet July 15 Ord July 15  
 SAUNDERS, LEWIS Ferndale in, Brixton, Watchmaker High Court Pet July 13 Ord July 13  
 SCHOPFIELD, JOHN, Basingstoke, Coal Merchant Winchester Pet July 13 Ord July 14  
 SMITH, JAMES MITCHELL, Westborough, Dewsbury, Tailor Dewsbury Pet July 14 Ord July 14  
 SMOLLAN, BARNETT, Middlesbrough, Boot Repairer Middlesbrough Pet July 15 Ord July 15  
 SOLOMONS, MARKS, and SOLOMON HOLLANDER, Houn-ditch, Fancy Goods Warehousemen High Court Pet July 15 Ord July 15  
 TAYLOR, RICHARD THEOPHILUS, Cwmcam, Mon Newport, M. m. Pet June 26 Ord July 14  
 TIERNEY, HARRY HERBERT, Vant rd, Tooting, Butcher's Manager Wandsworth Pet July 15 Ord July 15  
 TUCKER, THOMAS HENRY, Luddenden Foot, Yorks, Painter Halifax Pet July 14 Ord July 14  
 TURNER, NORMAN SYDNEY ASHMORE, Hill Top, West Bromwich, Butcher West Bromwich Pet July 13 Ord July 13  
 WAGSTAFF, ARTHUR, Ipswich, Fish Merchant Ipswich Pet July 13 Ord July 13  
 WAITE, THOMAS, Kidsgrove, Staffs, Plumber Hanley Pet July 14 Ord July 14  
 WALKER, GEORGE WILLIAM, Dudley, Worcester, Coach Axletree Manufacturer West Bromwich Pet June 25 Ord July 14  
 WALKER, LOUISA, Aber, Carnarvon, Licensed Victualler Bangor Pet May 5 Ord July 13  
 WATMOUGH, JOHN WILLIAM, Great Grimsby, Fish Curer Great Grimsby Pet June 20 Ord July 13  
 WILLIAMS, ARTHUR JAMES, High st, Kilburn, Coach Maker High Court Pet June 18 Ord July 13  
 WILLIAMS, THOMAS FOWLER, Penryn, Port Talbot, Glam, Tin Worker Neath Pet July 13 Ord July 13  
 WOODFORD, HARRY, Walton, nr Wakefield, Coal Merchant Wakefield Pet July 14 Ord July 14  
 WORSLEY, JAMES, Darwen, Lancs, Farmer Blackburn Pet July 13 Ord July 13  
 WORTHY, ERNEST, Ashover, Derby, Farmer Derby Pet July 14 Ord July 14

## ADJUDICATION ANNULLED.

WESTOBY, JAMES, Scunthorpe, Lincs, Weichman Gt Grimsby Adjud July 29, 1900 Annul July 9, 1908  
*London Gazette*,—TUESDAY, July 21.

## RECEIVING ORDERS.

BELL, GEORGE SYMES, Devonshire sq, Bristol Merchant High Court Pet July 17 Ord July 17  
 BELL, ROBERT, Loughborough, St. at Bottler Leicester Pet July 16 Ord July 16  
 BRITTON, FREDERICK, Bedford row, Builder High Court Pet May 7 Ord June 16  
 BURKILL, CLARA FARRAND, Beverley, Yorks, Watchmaker Kingston upon Hull Pet July 17 Ord July 17  
 CARR, JOSEPH GARIBALDI, Darlington, Fruiterer Stockton on Tees Pet July 15 Ord July 15  
 CLARK, ROBERT WILLIAM, West Bridgford, Notts Nottingham Pet July 18 Ord July 18  
 COLLINS, THOMAS, Rugby, Butcher Coventry Pet July 17 Ord July 17  
 CONNELL, ROWLAND WILLIAM (jun) Liverpool, Artificial Manure Manufacturer Liverpool Pet June 16 Ord July 17  
 CRIDDLE, THOMAS, Whitechurch, Grocer Cardiff Pet July 15 Ord July 15  
 DABOURNE, WILLIAM HENRY (sen), Streatham, Green-grocer Wandsworth Pet June 29 Ord July 17  
 DOUGLAS, R., Great St. Helen's, Shipbroker High Court Pet June 12 Ord July 17  
 DRIVER, GEORGE, Thoroughfare, Woodbridge, Suffolk, Draper Ipswich Pet July 17 Ord July 17  
 DUNBOONER, JOHN, Handsworth, Cabinet Maker Birmingham Pet July 16 Ord July 16  
 ELVY, ARTHUR, Eastcheap, Tea Dealer High Court Pet July 9 Ord July 17  
 EYERINGTON, HENRY JOHN, Vale court, Maida Vale, Company Promoter High Court Pet Jan 6 Ord July 17

FIRTH, THOMAS, Leeds, Commission Agent Leeds Pet July 15 Ord July 15  
 FURBER, W, High st, Hampton Hill, Director of a Public Company Kingston, Surrey Pet June 11 Ord July 16  
 GAY, GEORGE, Kingswood, Glos, Tobacco Dealer Bristol Pet July 16 Ord July 17  
 GILPIN, PERCY ROBERT, Exeter, Jeweller Exeter Pet July 17 Ord July 17  
 GRANT, JOHN MACTAGART, Stonebridge, Willesden, Merchant High Court Pet May 29 Ord July 7  
 HARRISON, FREDERICK WILLIAM LIGHTFOOT, Pontesbury, Salop, High Court Pet June 15 Ord July 17  
 HOBI, BENEDICT, Peel rd, Kilburn, Chef High Court Pet July 16 Ord July 16  
 HOWELLS JOHN, Maesteg, Coal Miner Cardiff Pet July 14 Ord July 14  
 JESSEY, FREDERICK, Staple Inn, Holborn High Court Pet Mar 12 Ord July 17  
 JOHNS, ARTHUR ALBERTUS, Redruth, Cornwall, Wine Merchant Truro Pet July 18 Ord July 18  
 JOHNSON, JOHN, Nettleton Village, Lincs, Labourer Lincoln Pet July 16 Ord July 16  
 LUMLEY, REGINALD, Richmond av, Willesden Green, Assistant Master High Court Pet July 17 Ord July 17  
 MARRIOTT, AMBROSE, Rushden, Northampton, Engineer Northampton Pet July 17 Ord July 17  
 MATTHEWS, EDWIN HENRY, Aberkenig, Glam, Labourer Cardiff Pet July 17 Ord July 17  
 MAXWELL, FRANCIS AUGUSTUS, Battersea Park rd, Battersea Watchmaker Wandsworth Pet July 17 Ord July 17  
 MELLOWS, JOHN ARTHUR, High st, Stoke Newington Fruiterer High Court Pet July 17 Ord July 17  
 MILLER, THOMAS JARVIS, Fakenham, Norfolk, Printer Norwich Pet July 16 Ord July 16  
 NICHOLSON, ROBERT JAFFRAY, Whitworth pk, Manchester, Salesman Manchester Pet July 16 Ord July 16  
 PRACOCK, CHARLES GILBERT, Houndsditch, Fancy Dealer High Court Pet July 16 Ord July 16  
 RIVLIN, ALTER, Merthyr Tydfil, Fancy Goods Salesman Merthyr Tydfil Pet July 16 Ord July 16  
 ROUTLEDGE, JOHN, Carlisle, Confectioner Carlisle Pet July 17 Ord July 17  
 SHIPWAY, MAURICE ALFRED, Worcester, Jobmaster Worcester Pet July 7 Ord July 15  
 SPILLER, FRED G, Mincing in High Court Pet April 14 Ord July 16  
 SYMES, JAMES, Preston, Dornet, Dealer Dorchester Pet July 17 Ord July 17  
 TAYLOR, FREDERICK, Moss Side, Manchester, Joiner Manchester Pet July 17 Ord July 17  
 WEMYSS, Chesterfield at High Court Pet July 25 Ord July 16  
 WILLIAMS, GEORGE LITTLEJOHN, Central Meat Market, West Smithfield, Meat Salesman's Manager High Court Pet July 17 Ord July 17

Amended Notice substituted for that published in the *London Gazette* of June 5:

SMYTH-PIGOTT, JAMES WILLIAM NAIRNE, Hove, Sussex Brighton Pet April 23 Ord June 1

## FIRST MEETINGS.

ALLEN, THOMAS ELLIOTT, Trebreake, Trenegeos, Cornwall, Pl. Dealer July 31 at 2 White Hart Hotel, Launceston  
 BELL, GEORGE SYMES, Devonshire sq, Bristol Merchant July 31 at 1 Bankruptcy bldg, Carey st  
 BELL, ROBERT, Loughborough, Ale Bottler July 29 at 12 Off Rec, 1, Berridge st, Leicester  
 CARR, JOSEPH GARIBALDI, Darlington, Fruiterer Aug 4 at 11.30 Off Rec, Court chmbrs, Albert rd, Middles-brough  
 COLLIS, GEORGE, Blyth Bridge, Staffs, Commercial Travel-ler July 29 at 8 Off Rec, King st, Newcastle, Staffs  
 DILGER, DOMINGO, Wolverhampton, Furniture Dealer July 30 at 11 Off Rec, Wolverhampton  
 DOBB, GEORGE BARRETT, Shenfield, Essex, Mantle Manu-facturer's Assistant July 29 at 12 14, Bedford row  
 ELVY, ARTHUR, Eastcheap, Tea Dealer July 31 at 2.30 Bankruptcy bldg, Carey st  
 FIRTH, THOMAS, Leeds, Commission Agent July 29 at 11 Off Rec, 24, Bond st, Leeds

FOTHERGILL, GEORGE ALGERNON, Darlington, Artist July 29 at 3 Off Rec, Court chmbr, Albert rd, Middlesbrough  
 FOWNES, HELEN, Hampton Court, Licensed Victualler July 29 at 11.30 132, York rd, Westminster Bridge  
 FURNER, W, High st, Hampton Hill, Director of a Public Company July 31 at 11 132, York rd, West-minster Bridge  
 GARROD, WILLIAM, Ipswich, General Shopkeeper July 29 at 11.15 33, Princes st, Ipswich  
 GAY, GEORGE, Kingswood, Tobacco Dealer July 29 at 13 Off Rec, 26, Baldwin st, Bristol  
 GILPIN, PERCY ROBERT, Exeter, Jeweller July 30 at 10.30 Off Rec, 9, Bedford circus, Exeter  
 GOLDFINCH, EDWARD, Anerley, Butcher July 29 at 12 132, York rd, Westminster Bridge  
 GWTHER, HENRY, Abergavenny, Bookmaker July 29 at 11 Off Rec, 14, Commercial st, Newport, M. m.  
 HALLOWS, ALFRED, Northwich, Petroleum Oil Retailer July 29 at 12 Off Rec, King st, Newcastle, Staffs  
 HAYLOCK, CHARLES JOSEPH, Downham Market, Baker July 29 at 12.30 Off Rec, 8, King st, Norwich  
 HILL, PERCY EDWIN, Hove, Sussex Aug 13 at 10.45 Off Rec, 4, Pavilion bldg, Brighton  
 HOBI, BENEDICT, Peel rd, Kilburn, Chef Aug 5 at 11 Bank-ruptcy bldg, Carey st  
 HUSK, AXEL THRODOR, North Shields, Northumberland, Timber Merchant July 31 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne  
 LEWIS, MORGAN, Penryn, Yateley, Builder Aug 1 at 11 Off Rec, 31, Alexandra rd, Swansea  
 LUMLEY, REGINALD, Richmond av, Willesden Green, Assistant Master Aug 5 at 1 Bankruptcy bldg, Carey st  
 MCKENZIE, JOHN, Blackley, nr Manchester, Printer July 29 at 2.30 Off Rec, Byrom st, Manchester  
 MCKIE, WILLIAM ALEXANDER, Tilleshed, Wilt, Trainer July 29 at 11.30 Off Rec, 26, Baldwin st, Bristol  
 MEANLEY, ERNEST STEADMAN, Fucklechurch, Glos July 29 at 11.45 Off Rec, 26, Baldwin st, Bristol  
 MELLOWS, JOHN ARTHUR, High st, Stoke Newington, Fruiterer Aug 5 at 12 Bankruptcy bldg, Carey st  
 MENNER, WILLIAM HENRY, Kingswood av, Queen's Park, Kilburn, Solicitor July 29 at 2.30 Bankruptcy bldg, Carey st  
 MONCKTON, W. J. P., Guernsey grove, Horne Hill, Publisher July 29 at 11 Bankruptcy bldg, Carey st  
 MUSTO, JOSEPH ROBERT, Horley, Surrey, Laundry Proprietor July 30 at 11.30 132, York rd, Westminster Bridge  
 NICHOLLS and JAMES, Whyteleafe, Upper Caterham, Surrey, Builders July 31 at 11.30 132, York rd, West-minster Bridge  
 NICHOLSON, ROBERT JAFFRAY, Whitworth Park, Man-chester, Salesman July 29 at 3 Off Rec, Byrom st, Manchester  
 PAYNE, JOHN JAMES, Luton, Straw Hat Manufacturer July 29 at 8.30 Off Rec, Bridge at, Northampton  
 PRACOCK, CHARLES GILBERT, Houndsditch, Jeweller July 29 at 11 Bankruptcy bldg, Carey st  
 PLUMBLY, WILLIAM WALTER WILES, Dover, Furniture Salesman July 29 at 10.30 Off Rec, 68A, Castle st, Canterbury  
 POTTINGER, FREDERICK WILLIAM, Hyson Green, Notting-ham, Labourer July 29 at 2.30 Off Rec, 4, Castle pl, Park st, Nottingham  
 RIVLIN, ALTER, Merthyr Tydfil, Salesman July 30 at 11 Off Rec, County Court, Townhall, Merthyr Tydfil  
 ROBINSON, ALFRED, Wombwell, nr Barnsley, Colliery Dattaler July 31 at 10.30 Off Rec, 7, Regent st, Barnsley  
 ROBINSON, JOSEPH HENRY, Wednesbury, School Teacher July 30 at 11.30 Off Rec, Wolverhampton  
 ROGERS, WILLIAM NICHOLAS, Wheel Prudence Farm, St Agnes, Cornwall, Farmer July 30 at 12 Off Rec, Bowcaven st, Truro  
 ROUTLEDGE, JOHN, Carlisle, Confectioner July 31 at 11 24, Fisher st, Carlisle  
 SHEARMAN, EDWARD JOHN, Radford, Nottingham, Shop-keeper July 30 at 2.30 Off Rec, 4, Castle pl, Park st, Nottingham  
 SIMMONS, GEORGE, Kennington Park rd, Greengrocer July 29 at 1 Bankruptcy bldg, Carey st  
 SMITH, JAMES MITCHELL, Westborough, Dewsbury, Tailor July 29 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury

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**SOLOMONS, MARKS, and SOLOMON HOLLANDER, Houndsditch, Fancy Goods Warehouseman July 30 at 12 Bankruptcy bldgs, Carey st**  
**SPILLER, FRED G, Mincing July 30 at 11 Bankruptcy bldgs, Carey st**  
**SYMES, JAMES, Preston, Dorset, Dealer July 30 at 1 Off Rec, City Chambers, Catherine st, Salisbury**  
**THOMPSON, EDMUND JOHN, Mesham, Leicester, Surgeon July 30 at 11.30 Midland Hotel, Station st, Burton on Trent**  
**TINKLEY, HARRY HERBERT, Vant rd, Tooting, Butcher's Manager July 30 at 12 182, York rd, Westminster Bridge**  
**TODD, JAMES HERBERT, Bridgeend, Manufacturer of Artificial Teeth July 30 at 8 Off Rec, 117, St Mary st, Cardiff**  
**TURNER, NORMAN SYDNEY ASHMORE, Hill Top, West Bromwich, Butcher July 31 at 11.30 101, Corporation st, Birmingham**  
**WAGSTAFF, ARTHUR, Ipswich, Fish Merchant July 29 at 11 36, Prince st, Ipswich**  
**WAITE, THOMAS, Kidsgrove, Staffs, Plumber July 30 at 12 Off Rec, King st, Newcastle, Staffs**  
**WALKER, GEORGE WILLIAM, Dudley, Worcester, Coach Axle Tree Manufacturer July 31 at 12 101, Corporation st, Birmingham**  
**WATMOUGH, JOHN WILLIAM, Great Grimsby, Fish Curer July 29 at 11 Off Rec, St Mary's chambers, Great Grimsby**  
**WENTIS, —, Chesterfield at July 31 at 11 Bankruptcy bldgs, Carey st**  
**WILLIAMSON, GEORGE LITTLEJOHN, Central Meat Market, West Smithfield, Meat Salesman's Manager July 31 at 12 Bankruptcy bldgs, Carey st**  
**WORTH, ERNEST, Ashover, Derby, Farmer July 29 at 12.15 Off Rec, 47, Full st, Derby**

## ADJUDICATIONS.

**BARNARD, FREDERICK, Clifton, Beds, Pork Butcher Bedford Pet July 11 Off July 16**  
**BELL, ROBERT, Loughborough, Leicester, Ale Bottler Leicester Pet July 16 Off July 16**  
**BURKILL, CLARA FARRARD, Beverley, Yorks, Watchmaker Kingston upon Hull Pet July 17 Off July 17**  
**CARR, JOSEPH GARIBALDI, Darlington, Fruiterer Stockton on Tees Pet July 15 Off July 15**  
**CLARK, ROBERT WILLIAM, West Bridgford, Notts Nottingham Pet July 18 Off July 18**  
**COLLINS, THOMAS, Rugby, Butcher Coventry Pet July 17 Off July 17**  
**CRIDDLE, THOMAS, Whitechurch, Grocer Cardiff Pet July 15 Off July 15**  
**DRIVER, GEORGE, Woodbridge, Suffolk, Draper Ipswich Pet July 17 Off July 17**  
**DUNSCOMBE, JOHN, Handsworth, Cabinet Maker Birmingham Pet July 16 Off July 16**  
**ELBOROUGH, WILLIAM CHARRIERE, St Stephen's sq, Baywater High Court Pet Dec 5 Off July 16**  
**FIRTH, THOMAS, Leeds, Commission Agent Leeds Pet July 15 Off July 15**  
**FOXES, HELEN, Hampton Court, Licensed Victualler Kingston, Surrey Pet July 14 Off July 16**  
**GILVIN, PERCY ROBERT, Exeter, Jeweller Exeter Pet July 17 Off July 17**  
**GOODCHILD, ELIZABETH, Curtain rd, Shoreditch, Upholsterer High Court Pet June 24 Off July 17**  
**GRAHAM, ERNEST, Deptford, Kent, Newspaper Proprietor Greenwich Pet Mar 18 Off July 14**  
**HARRIS, ARON LEWIS, Portdown rd, Malda Vale, Scotch Draper High Court Pet June 15 Off July 17**  
**HAYNES, CHARLOTTE, Clacton, Builder Colchester Pet May 23 Off July 17**  
**HORI, FREDERICK, Peel rd, Kilburn, Chief High Court Pet July 16 Off July 16**  
**HOWELS, JOHN, Maesteg, Glam, Coal Miner Cardiff Pet July 14 Off July 14**  
**HUES, AXEL THEODOR, North Shields, Northumberland Timber Merchant Newcastle on Tyne Pet June 26 Off July 17**  
**JOHNS, ARTHUR ALBERTUS, Redruth, Cornwall, Wine Merchant Truro Pet July 18 Off July 18**  
**JOHNSON, JOHN, Nettleton Village, Lincs, Labourer Lincoln Pet July 16 Off July 16**  
**LAMBERT, ALFRED JOHN, Villiers st, Strand High Court Pet Dec 23 Off July 17**

**MARRIOTT, ANDREW, Bishden, Northampton, Engineer Northampton Pet July 17 Off July 17**  
**MATTHEWS, EDWIN HENRY, Aberkenig, Labourer Cardiff Pet July 17 Off July 17**  
**MAXWELL, FRANCIS AUGUSTUS, Battersea Park rd, Battersea, Watchmaker Wandsworth Pet July 17 Off July 17**  
**MILLER, THOMAS JARVIS, Fakenham, Norfolk, Printer Norwich Pet July 16 Off July 16**  
**NICHOLSON, ROBERT JAFFRAY, Whitworth Park, Manchester, Salesman Manchester Pet July 16 Off July 16**  
**PARKER, ERNOC, Redhill st, Regent's Park, Cab Proprietor High Court Pet June 6 Off July 16**  
**PAYNE, JOHN JAMES, Luton, Straw Hat Manufacturer Luton Pet July 18 Off July 17**  
**PEACOCK, CHARLES GILBERT, Houndsditch, Fancy Dealer High Court Pet July 16 Off July 16**  
**PROSSER, EDWARD, Llanvangel, Cruorney, Mon, Farmer Tredegar Pet May 20 Off July 18**  
**RIVLIN, ALGER, Merthyr Tydfil, Fancy Goods Salesman Merthyr Tydfil Pet July 16 Off July 16**  
**ROUTLEDGE, JOHN, Carlisle, Confectioner Carlisle Pet July 17 Off July 17**  
**SHEPHERD OWEN, IAH, Morecambe Preston Pet June 30 Off July 17**  
**SIMON, MAX, Wolverhampton, Wine Merchant Wolverhampton Pet June 18 Off July 16**  
**SIMMONS, GEORGE, Kennington Park rd, Fruiterer High Court Pet July 15 Off July 18**  
**STAVENHILL, MARCO, Osnaburg st High Court Pet June 22 Off July 16**  
**STEPHENS, THOMAS, Glannant Farm, Neath, Glam, Farmer Neath Pet June 22 Off July 16**  
**STUBBS, WILLIAM, Malda Hill West, Baywater, Builder High Court Pet June 18 Off July 16**  
**SYMES, JAMES, Preston, Dorset, Dealer Dorchester Pet July 17 Off July 17**  
**TAYLOR, FREDERICK, Moss Side, Manchester, Joiner Manchester Pet July 17 Off July 17**  
**WILLIAMSON, GEORGE LITTLEJOHN, Central Meat Market West Smithfield, Meat Salesman's Manager High Court Pet July 17 Off July 17**

Amended Notice substituted for that published in the London Gazette of June 9:  
**SMITH-PIGOTT, JAMES WILLIAM NAYNE, Hove, Sussex Brighton Pet April 25 Off June 5**

## ADJUDICATION ANNULLLED.

**JOHNSON, ALBERT, York, Butcher York Adjud Nov 11, 1907 Annual July 7, 1908**

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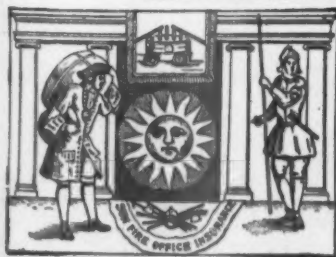
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